The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, JUNE 25, 1921.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Council of the Law Society and the Law of Property Bill.

THE ANNUAL REPORT of the Council of the Law Society, which has just been issued, gives an interesting account of the negotiations between the Lord Chancellor and the Council with regard to the Law of Property Bill. In our discussion of the measure last year, we pointed out that the fundamental requirement was to procure a sufficient interval in which the proposed system for private conveyancing should have a chance of getting established and of proving its superiority over registration, and this is the requirement which was taken up by the Law Society and the Provincial Law Societies, and urged upon the Lord Chancellor; with the result that a probationary period of ten years is allowed by the Bill in its present form, during which no extension of compulsory registration can take place, except on the initiative of a county council; and since no county council has asked for a compulsory order in the period that has elapsed since the Land Transfer Act, 1897, came into operation, it is unlikely that the ten years will be encroached upon from this source. It should be noticed that while Lord BIRKENHEAD says that the claim of the Law Society to have initiated reforms for the benefit of the community at large is justified, he does not in the least admit the force of the objection of the Council that compulsory registration means an extension of officialism and bureaucracy and the incurring of great expense, and he repeats his own view that the universal adoption of the system would result not in expense, but in marked economy. But, while expressing this difference of opinion, he is willing to leave it to experience to determine which is the better system.

The Council on the Amended Part I of the Bill.

BUT WHILE THIS interchange of views as to compulsory registration is interesting, it is a little disappointing to find the observations of the Council on the Law of Property Bill altogether silent as to the real merits of the system of conveyancing which it proposes to introduce. The main question at issue, of course, has been the form in which Part I of the Bill should be approved, and the Council do not at all realise the damage that was done by Lord CAVE'S amendments. The Council, so the report says, have been advised that the amendments do not alter the principle

of that portion of the Bill. This, in accordance with the view we have frequently expressed, we consider to be quite wrong. We need not repeat our criticisms, for we have recognised that, for the present, the amended form of Part I must be accepted if the Bill is to become law this year. But, of course, the amendments destroyed the fundamental principle of the Bill as a means of making a distinct forward step in the reform of Real Property Law, and in view of the statement by the Council, it is proper that this comment on the changes in Part I should be repeated.

The Imperial Peace Cabinet.

LAWYERS, like other citizens, and indeed in greater degree than other citizens, are necessarily affected by every great change in the Constitution of our country. And that some such change is likely to issue out of the pending Imperial Conference, all persons who claim to have inside information in politics would appear to be agreed. The end of a great war, indeed, is inevitably a period of great changes. And the present moment seems to hold in the history of the Empire a position not unlike that which the meeting of the Continental Congress of the American States in 1777 had on the future development of the United States. Thirteen independent Sovereign States, which had won their independence in a war with the Mother Country, met together to decide whether they should remain independent states, united only by Treaties of Alliance, or should coalesce into one Nation-State. An intermediate solution was in fact adopted. The thirteen Sovereign States became thirteen members of a Federal State retaining most of their individual sovereign powers, but losing their international separate independence. To-day the seven sister-states of Britain, Canada, Newfoundland, Australia, New Zealand, South Africa, and India, have to consider also what is to be the formal bond between them in the near future. All is doubtful. No clear-cut policy exists in any of the sister-states. That being so, the man with a steady purpose and a straight vision and a simple plan, if there be such among the leaders of the seven States, is bound to possess a preponderant influence in the councils of the Conference. In 1776, HAMILTON, the advocate of Federalism, was such a master-spirit in America; and he had his way. The Constitution of the United States was his work. To-day General SMUTS, the Premier of the Union of South Africa, is also such a man. And his influence is bound to be very great.

The Pronouncements of General Smuts.

IT MAY ASSIST our readers if we quote here the leading pronouncements of General SMUTS, in which he has set out his vision of the Imperial Bond. In the Union Parliament of 1919, he said:—

> "We have received a position of absolute equality and freedom not only among the other States of the Empire, but among the other nations of the world."
>
> "The Dominions have, in principle, authority and power, not only in respect of their domestic questions, but also of their international and foreign relations . . . if a war is to affect them, they will have to declare it, if a peace is to be made in respect of them, they will have to sign it."
>
> "Many of the old forms of subordination still remain, but the last vestige of anything in the nature of subordinate status will have to disappear."

In earlier speeches in the Union Parliament General SMUTS had indicated clearly the practical constitutional changes in existing routine and tradition necessary to put in force his theory of the Imperial Bond. He held, too, that these must be considered by the Imperial Conference when next it met. First comes the severance of the connection between the Dominions and the Colonial Office. Hitherto the Secretary of State for the Colonies has represented His Majesty in making the higher colonial appointments. Governors and Governor-Generals have been appointed on his advice by His Majesty. Henceforth these representatives of the Crown must be appointed by the King on the advice of the Premier in the colony affected, without reference to Downing Street. Again, hitherto the Dominions have had no envoys at foreign Courts. Henceforth they must have the right of appointing, in His Majesty's name, their own special diplomatic representatives to any foreign state. But, most important of all, the British Parliament must clearly recognize, that it has no legislative power over any self-governing Dominion; it must renounce, both as a legal right and as a constitutional practice, any power whatever to enact statutes for a colony or to veto colonial enactments. It was upon this view of the Constitution that General SMUTS fought and won the recent General Election in South Africa against the forces of Separatism and Republicanism. A similar problem faces the Premiers of Canada, Australia, and New Zealand, although in these States the cleavage is as yet less pronounced, chiefly because labour issues, or colour issues, or religious issues have hitherto been dominant. But it is clear that all the Dominions are gradually taking up what General SMUTS has called the "maximum interpretation" of the Constitution, *i.e.*, the view which holds that the conventions of the Constitutions, if not their laws, forbid interference by the United Kingdom with a Dominion Parliament.

Professor Graham Wallas as a Critic of Lawyers.

PROFESSOR GRAHAM WALLAS deservedly holds a high place in the ranks of present day writers on Sociology and Social Psychology. His works on "The Great Society" and "Human Nature in Politics," although not very elaborate or profound, are genuine and interesting attempts to analyse certain important subjective elements in the modern state, ignored by more orthodox writers. His latest work on "Our Social Heritage" is also an instructive book, and therefore it is with much regret that we notice Professor WALLAS allying himself with the legion of those who attack the legal profession, almost as if it were the origin of all social evil. More detailed criticism of Professor WALLAS'S views we must postpone for the moment, but we must say here that, like many other critics of lawyers, Professor WALLAS is not very familiar with the real tasks they perform. The lawyer is essentially the protector of the weak against the strong: without his aid no man or woman or child could obtain due legal redress for violation of their legal rights by the powerful and the unscrupulous. The Legislature may pass excellent laws for the protection of the under-dog and the improvement of society. But the aid of the law court is essential to the carrying out of those laws. And the aid of the courts cannot be obtained unless (1) the injured party knows his rights; (2) can find someone to take the tedious and complicated preliminary steps necessary to secure proof of his wrongs; and (3) can state his case clearly and adequately in court. None of these three conditions precedent can be satisfied by the normal litigant without the assistance of a lawyer. This is true both of the first and of the third, although study of the law and natural capacity as an advocate may enable a few gifted laymen—very few—to dispense with a lawyer's services in these respects. But in the case of the second of the above three conditions precedent, namely, the collection of evidence sufficient to prove his case, no layman can get on without a lawyer. This is constantly overlooked by lay critics. They always seem to imagine that to have a genuine grievance is the same thing as to be able to convince the court of its existence. Unfortunately, this is not so. The wrongdoer is often the more plausible of the two parties to every dispute. He is, too, often very unscrupulous in manufacturing a case in his favour. So the court does not know whom to believe. It is only by carefully sifting and working up a case, patiently collecting testimony in directions which do not even occur to the layman, and finding corroboration of his statements by means which only the experience of the lawyer can suggest, that the solicitor manages to secure proof of his client's case. Unfortunately, very few laymen will ever succeed in understanding this. Hence the lawyer will always be regarded by hasty idealists as a mere stickler for technicalities, who insists on the "other side" being heard, when the idealist is convinced that the "other side" has no case.

Success in Advocacy.

In further reference to the Memoirs of the late COMMISSIONER RENTOUL (*ante* p. 637), it is interesting to notice that he makes some practical suggestions, based on his personal experiences as judge, for the guidance of the budding advocate, which we have not seen elsewhere. They are exceedingly practical. In the first place, he advises every advocate invariably to speak up in court so that even the deafest of judges and jurymen can hear him. Judges, he says, are old men and often very deaf, but too proud to admit it. They pretend to hear without really doing so. Very often they fail to follow the gist of counsel's points solely on this account, and a young advocate who makes himself heard nearly always wins their sympathetic attention. *A propos* of this, we remember a distinguished judge in the Judicial Committee some years ago, who shall be nameless, listening with a great air of intentness to some remarks of Lord HALDANE. At last Mr. HALDANE, as he then was, wandered out of strict legal argument into a dissertation on the economics of land-holding—a point connected with the case. "I remember the case you are referring to, Mr. HALDANE," said the distinguished law lord, "but I have forgotten the reference; would you mind giving it to me?" Again, Commissioner RENTOUL says that an advocate should always use the same designation to describe his client in the course of his opening and closing speeches. Judges and juries get hopelessly confused when they hear the same person spoken of in successive sentences as "the plaintiff," "my client," "Mr. Smith," and so on. Even lucid and orderly advocates, he says, constantly indulge in this use of bewildering *aliases* for the parties to the suit, with the result that judge and jury miss the whole point of their narrative or their contentions in the effort to identify the person of whom they are speaking. Lastly, and this is more commonplace advice, the late Commissioner advises advocates to treat witnesses always with scrupulous kindness and consideration, even under provocation. He does not believe that browbeating is ever effective, since it always prejudices judges and juries against the lawyer who indulges in it. On the whole, the late judge's advice seems well worthy of consideration on the part of those who aspire to forensic success.

The Path to Success at the Bar.

ONE OF THE most interesting chapters in Commissioner RENTOUL'S Reminiscences is that in which he describes his own early struggles and comparative success at the Bar. In his student days, he says, he believed that eloquence and personality are the high-roads to success at the Bar: a view which many budding barristers have doubtless shared. During his first ten years at the Bar he changed this opinion, and believed that success was the result of hard work, punctual and assiduous attendance in chambers, and a thorough knowledge of the law. But gradually this view also departed. He saw the most industrious and learned men constantly failing; nor could this failure be explained either by lack of appearance and ability or—after the fashion of the Charity Organisation Society—by the comfortable reflection that they must be drunkards or otherwise vicious characters. In his later years at the Bar and on the Bench, he believed that success at the Bar, granted a minimum of present ability and capacity, is almost entirely due to the possession of acquaintances among solicitors or of mercantile, political, and social friends who can induce solicitors to send one work, and love one well enough to use their influence in one's favour. Failing such connection, the Commissioner says that success at the Bar is only possible "by a miracle." Readers will doubtless remember BROUGHAM'S famous analysis of the four causes of professional success into (1) marrying a solicitor's daughter, (2) "embracery" of solicitor's clerks, (3) devilling, and (4) "a miracle." Possibly Commissioner RENTOUL has not attached quite sufficient importance to "devilling," for he does not include it among the pathways to success. On the whole, when a man comes to the Bar without influence, it has probably always been the case, and to-day still is the case, that his success depends mainly on the impression he makes on his future rivals, men already in large practice at the Bar. If these men approve of his ways and qualities, they may help him and send him work they do not themselves want. If his appearance or manner or views, on the other hand, do not make him a general *persona grata*, then his task is an exceedingly stiff one. But, against all odds, every now and then, a good man does seem to find his level at the Bar sooner or later. Perhaps, this is the most one can say.

Indemnity of a Betting Agent.

WE HOPE TO DEAL more fully hereafter with the important decision of MCCARDIE, J., in *Maskell* v. *Hill* (*Times*, 18th inst.), but a short note here may call the attention of practitioners to the new point raised therein. Section 1 of the Gaming Act, 1835, rendered void and illegal all notes, bills, and mortgages given to secure gaming debts, the payment of which is rendered unenforceable either by the statute of Charles II, or by that of William III, or by that of Anne. Section 2 of the same Act provides that where A has actually given such a bill, note, or mortgage to B who has received a sum of money by means of such instrument, then A can sue B in "debt" for "money had and received," just as in the case of money paid for a consideration which has wholly failed. Now in the well-known case of *Dey* v. *Mayo* (1920, 3 K.B., 347), it was decided that, if A gives B a cheque to pay a betting loss due from A to B, and B cashes the cheque, A can sue B in "debt" and recover the money paid. In other words, the cheque is a bill, note, or mortgage within the meaning of ss. 1 and 2. *Dey* v. *Mayo* (*supra*) was a case where A and B were principals. But suppose A has an agent X, who makes bets for A with B, and pays B in due course the amounts of A's losses to him. Suppose X delivers to A an account of the sums he has paid to B on A's behalf, and A gives X a cheque by way of reimbursement. Does this cheque come within s. 2 of the Gaming Act, 1888, so that A can afterwards recover the amount of the cheque from X by an action in "debt"? Mr. Justice MCCARDIE, in a lengthy and thorough judgment, has just held that it does not. The principle of *Dey* v. *Mayo* is limited to cheques given by one principal to another in settlement of betting transactions between them. It does not catch a cheque given by a principal by way of indemnity to his betting agent who has settled his losses with the other parties to the bets.

Mandamus to Pay a Rating Precept

A QUESTION OF great practical importance came before a Divisional Court in *Rex* v. *Poplar Borough Council, ex parte the London County Council and the Metropolitan Asylums Board* (*Times*, 21st inst.). Borough Councils in London have to levy not only their own borough rates, but also the county and education rates, the poor law rates, and other lesser rates, when demanded by precept on the part of the responsible authorities. Many borough councils have found difficulties in finding the necessary money. Poplar was one of them. They refused to pay. The London County Council and the Metropolitan Asylums Board, instead of levying execution on the goods and chattels of the council, as they would in the case of an occupier of premises who made default in payment, took proceedings by Mandamus. The Divisional Court held that such a procedure was admissible, and directed a rule to issue.

References to non-existent Authorities.

THE *Law Quarterly Review* calls attention in its April issue (p. 134) to a very curious instance of a reference by eminent judges to an authority which does not exist as such. In the famous *Case of Ship-Money* (3 State Tr. 975), two of the judges, Sir FRANCIS CRAWLEY and Sir GEORGE CROKE, made very strong references to the writing of Sir PHILIP DE COMINES. DE COMINES, we hardly need say, is one of the leading French chroniclers of the later middle ages; he was neither a lawyer nor a judge. In his Memoirs, he inserts a passage denying the right of a King to tax his subjects without their consent; the reference, of course, was to a French King. This passage, in HAMPDEN'S famous case, was used by Sir FRANCIS CRAWLEY as an authority against

the King of England's right to levy ship-money, and by Sir GEORGE CROKE—by ingeniously perverse reasoning—as an authority in favour of that right. This double citation of COMINES has long been known to students of the Year Books and of the State Trials; but to the general reader and the normal practitioner the episode has hitherto been quite unknown. But in the recent case, *Crown of Leon* v. *Admiralty Commissioners* (1921, 1 K.B. 607) Mr. Justice DARLING unearthed the citation and embodied it in his judgment. This happy literary effort of a very clever judge will not be regretted by any who love scholarship and the picturesque, and conceive that these, within limits, may reasonably be imported into otherwise dull and heavy legal judgments. To quarrel with such *jeux d'esprit* as that of the learned Judge in this particular case would be a peculiarly narrow and ungrateful form of mere pedantry.

The Constitutional Doctrine of *De Tallagio non concedendo.*

A question of some importance has arisen in the House of Commons in connection with the prevalent practice on the part of the Cabinet—a legacy from war-time necessities for haste and secrecy—of incurring new expenditure in some branch of the Executive Government, and then asking the House to sanction it *ex post facto*. Of course, no one has disputed the right of the House to refuse this sanction by declining to vote the necessary appropriation in due course; this actually happened in 1919 when a proposal to make extensive structural alterations in the Lord Chancellor's official residence at the House of Lords was vetoed by the Commons after the Office of Works had commenced the suggested works; the result was that the Lord Chancellor not unnaturally preferred not to accept the use of his official residence and acquired an abode elsewhere. Nor, on the other hand, has anyone doubted, that in a case of emergency, such expenditure may properly be incurred. And, of course, it is not suggested that there is any breach of law in the actual steps normally taken in such cases, namely, the expenditure of public moneys by the Executive followed by the statutory ratification of Parliament.

The criticism levelled at the present system, both in Parliament and in the Press, is directed not to its legality but to its constitutionality. The suggestion is that it breaks, not the letter of the Constitution, but its spirit. The argument is that the House of Commons is in fact committed beforehand to an expenditure which it has had no opportunity of approving or disapproving. It finds itself faced with the fact that men have been employed to do work, and materials have been purchased *ultra vires* by the head of an Executive Department; it must either approve this expenditure or leave the employers and the vendors unpaid; in which case their theoretical recourse against the Minister who has acted without authority might not lead to any real indemnity being secured by these innocent and unfortunate parties. The House, then, can do little except pass the vote under protest. And it is suggested that this method of controlling the Commons is opposed to the spirit of the Constitution.

Now, in principle, the constitutional doctrine, *De Tallagio non concedendo*, on which the critics place their main reliance, would seem to be this: The Crown in Council is the Executive in Britain, and as such was entitled at common law to incur any expenditure it pleases provided no work it undertook was illegal and unauthorised, whether by virtue of the Prerogative or of some statute. The Crown, having incurred such expenditure, was entitled to pay for it, if the Crown pleased, out of the private revenues of the Crown. But the King could not demand assistance from the private revenues of his subjects, whether in the form of feudal dues or of taxes, in order to incur such expenditure, unless one of two conditions was fulfilled. Either the feudal aid must be one of the recognised customary feudal obligations of the tenants *in capite*, such as ransoming the King's person taken captive in war, or else it must be a tax voted by Parliament. The former, we need hardly say, was abolished in the reign of Charles II. The latter is the everyday mode of appropriating the revenues of subjects to the purposes of the Executive. And ever since the Whig Revolution of 1689, the hereditary Crown revenues have been surrendered by the Crown in return for a civil list voted by Parliament. So that nowadays the only way in which the Crown in Council can rightfully expend the public moneys is under the authority of some Act of Parliament.

The doctrine *De Tallagio non concedendo*, like most of our great constitutional doctrines, is to be found in *Magna Carta* c. 12:—

> "*Nullum scutagium vel auxilium ponatur in regno nostro, nisi per commune consilium regni nostri, nisi ad corpus nostrum rediendum, et primogenitum filium nostrum militem faciendum, et ad filiam nostram primogenitam semel maritandam, et ad haec non fiat nisi rationabile auxilium: simili modo de civitate Londiniae*"

For the convenience of those of our readers whose Latinity is a distant vista of the past, we append Professor MCKECHNIE'S literal translation of this passage in the Great Charter:—

> "No scutage nor aid shall be imposed on our kingdom, unless by common counsel of our kingdom, except for ransoming our person, for making our eldest son a knight, and for once marrying our eldest daughter: and for these there shall not be levied more than a reasonable aid. In like manner it shall be done concerning aids from the City of London."

This famous clause, as Professor MCKECHNIE ably points out in his classical commentary on *Magna Carta* (pp. 232 *et seq*), was valued at the time it was framed because of its precise terms and narrow scope, which made evasion difficult, and was even more highly valued in after days for different reasons. It came to be interpreted in a broad general sense by enthusiasts who, with the fully developed British Constitution before them, found in this clause the very modern doctrine that the Crown can impose no financial burden on the people without consent of Parliament. For the historian and the lawyer, however, the question necessarily arises how far this wide and liberal construction is really justified.

It will be seen that the clause refers to three quite separate matters. It refers to the customary feudal aids paid by the tenants *in capite*. It refers also to the special aids levied on the citizens of London. And, of course, it deals—its chief point of importance from the modern standpoint—with taxes imposed by authority of Parliament on subjects as a whole. In the first place, then, it reinforces the well-known constitutional principle of the "Rule of Law," that citizens—in this case the feudal tenants-in-chief—are not to be subjected to arbitrary exactions at the will of the Crown, but can only be compelled to bear the common law burdens imposed on them by the feudal law as part of the general customs of the realm; *i.e.*, (1) ransom of the King's person, (2) the expense of knighting the Prince of Wales (not yet so called), and (3) a dowry for the King's eldest daughter. In the second place, it defines the limits of the special feudal custom within the City of London. And, lastly, it requires the consent of Parliament whenever the common law burdens, whether feudal or metropolitan, prove insufficient to meet the needs of the State.

The observant reader will have noticed that Chapter 12 of *Magna Carta* speaks of "Scutage" and "Aid," but makes no reference to "Tallage" or "*Tallagium*," a familiar term in all subsequent constitutional discussion. The explanation is this: "*Tallage*" was not strictly a feudal burden, such as were the three aids mentioned above, and such as also was "Scutage," or a commutation of military service for a money payment on the part of tenants by knight's service. "Tallage" was a due imposed by the lord of a manor on his villein holders of land; it was at one time arbitrary, but soon became restricted to dues which were customary by the rule of the manor. Now the King was lord of the manors in the royal demesne, and in these he exercised the lord's privilege of levying tallage on all his manorial tenants *in socage*, as distinct from the tenants by military or spiritual services, *i.e.*, upon all the "customary freeholders" on the royal domain, who corresponded to copyholders on other manors. But the earlier towns were mostly in the royal

demesne, *i.e.*, were manors held by the King. Hence he levied "tallage" on the royal towns. Gradually, as towns acquired manorial rights by purchase from the King or their own lord, this prerogative right of tallage was naturally lost; it was replaced by the payment—in the case of royal towns—of the dues named in the Town Charter. Gradually, however, the origin of the right to exact these dues was forgotten. The King came to claim the right to exact them, under the name of tallage, from all towns, whether his own or those of another lord, and whether or not the burgesses had commuted their tallage for the payment of a town-rent. The royal claim was thus based on false analogy. It was one of the great grievances of the towns. Hence in *Magna Carta* the burgesses took care to obtain from the King an express renunciation of this usurped prerogative.

Now, in a series of later statutes—some of them the *Confirmatio Cartarum* which each of the later Kings usually signed on his accession, others independent statutes such as the famous *De Tallagio non concedendo* of 34 Edward I—the Kings explicitly recognised that the claim to exact "tallage" was illegal. It was definitely and finally abandoned. The right of the Crown to levy moneys upon subjects was confined to feudal aids and parliamentary taxes, and after the Restoration, to the latter alone. The vague common law right to treat as "villeins" all subjects who did not hold land by military or spiritual tenure, and under the guise of a lord's rights over his villeins, to exact "tallage" from them, was definitely given up for ever. From the time of *Magna Carta* it became settled law that any attempt to exact "tallage" was illegal, unless and until approved by Parliament—although for some time afterwards Kings occasionally attempted to levy "tallage" on the towns under various pretexts.

Thus the spirit of the doctrine *De Tallagio non concedendo* is clear. It must mean that the Crown is not to impose burdens on its subjects unless and until their approval has been obtained. True, the expenditure of moneys on novel projects not yet sanctioned by Parliament is not in a technical sense the imposition of a burden on subjects. The burden only arises when a "tax" or a "tallage" is demanded. And that is not done without the vote of the House of Commons. But the gist of the complaint is that for practical purposes this vote is compelled.

Death Duties and Settled Legacies.

We observed recently, in discussing the question of covenants in restraint of trade, on the tendency of decisions to run for a time upon particular points. In addition to covenants of this nature we referred to decisions on "clogging the equity." These latter were due to an attempt, which did not prove successful, to make that equitable doctrine conform to modern commercial requirements. Somewhat in a different position are the decisions on payment of death duties in respect of settled legacies, of which there were so many a few years ago. These were the result of new problems raised by the imposition of estate duty, and though similar questions might have arisen in regard to legacy duty, yet in practice this was not the case. The decisions appear to have begun with *Re Snape* (1915, 2 Ch. 179), and they went on steadily for a couple of years, when they stopped, partly, no doubt, because they had to some extent settled the principles of law and construction involved, and partly because draftsmen of wills were careful to make special provision as to the incidence of duties. But that this source of litigation has not dried up is apparent from the case of *Re Wedgwood, Allen* v. *Public Trustee* (1921, 1 Ch. 601), reported in the June *Law Reports*, in which the whole subject has been considered again by the Court of Appeal.

But for the existence of settlement estate duty, the question would have arisen much earlier than 1915, but this duty had the advantage that, when estate duty had been paid on the death of the testator, the property settled by his will was cleared from further estate duty until it vested in an absolute owner. When settlement estate duty was abolished by the Finance Act, 1914, the question at once arose whether, when a settled legacy was given free of duty, the estate duty payable on the death of the tenant for life was to be borne by the testator's residuary estate, or by the capital of the settled legacy. In *Re Snape* (*supra*) Eve, J., held that where a legacy was given "free of all duty" and settled on a tenant for life, with remainders over, the legacy duty was payable out of the personal estate, but the testatrix died in 1913; to hold the same with regard to estate duty payable on the death of the tenant for life, would mean that the residue would be made to bear a duty imposed on the settled legacy after her death; in other words, the scope of the gift "free of all duties" would be varied by subsequent legislation. This result Eve, J., considered inadmissible, and he held that the duty fell on the settled legacy. But in *Re Palmer* (1916, 2 Ch. 391) the Court of Appeal refused to accept the general principle that such words could not apply to duties imposed after the testator's death; the same result, however, was attained by construction of the will. There was a general direction that all legacies should be handed over or paid free of all duties, and it was held that the handing over fixed the moment up to which duties were to be paid out of the residue. As soon as funds were appropriated for payment of the legacy it was "handed over," and if the estate duty then payable was deducted, any future duties fell upon the legacy itself. Then followed *Re Hatch* (60 Sol. J. 567; 115 L.T. 472) and *Re Stoddart* (60 Sol. J. 586; 1916, 2 Ch. 444), in which this direction as to payment over free of duty did not occur. There was simply a direction that all duties should be paid out of the residuary estate, and since *Re Palmer* had decided against the principle forbidding the imposition on residue of a further duty after the testator's death, it followed that the residue must bear all future duties on the settled legacy, notwithstanding that this might mean the indefinite postponement of the distribution of the estate. Sargant, J., who decided both these cases, observed in the latter on the inconvenience this caused. "No doubt," he said, "great practical difficulties arise from this result, which is that some part of the residue must be kept to answer any fresh duties which may be imposed by the Legislature"; but he pointed out that similar difficulties might arise as to legacy duty.

In *Re Gunn* (W.N. 1916, p. 283), Peterson, J., arrived, on the construction of the will, at the conclusion that only duties payable on distribution were thrown on the residue, thus adopting the principle of *Re Palmer* (*supra*); but in *Re Tinkler* (1917, 1 Ch. 242), Younger, J., found no such indication to limit the gift free of duties, and all duties, present and future, were thrown on the residue. In *Re D'Ogley* (1917, 1 Ch. 556), Neville, J., decided to the contrary; but in *Re Eve* (1917, 1 Ch. 562) Astbury, J., distinguished this case, and threw the duties on the residue. Lastly, in *Re Parker* (86 L.J., Ch. 706; 117 L.T. 422) the Court of Appeal, affirming Sargant, J., arrived at the same result as in *Re Eve*. The direction in the will was that "all the legacies, annuities and bequests hereinbefore made by me shall be free of legacy and succession duty, and all other death duties, and such duties shall be borne and paid out of my general estate."

In *Re Wedgwood* (*supra*), in which the question has now been reviewed by the Court of Appeal, the testatrix by her will made in 1913 directed that all legacies and annuities given by her will or any codicil thereto should be paid "free of all death duties." She gave a number of pecuniary legacies, including one of £5,000 to the National Anti-Vivisection Society, and devised and bequeathed her real and personal estate to her trustees on trust for sale and conversion, with the usual direction to pay out of the proceeds her funeral and testamentary expenses and debts, and the pecuniary legacies, and the duties on all legacies and annuities bequeathed free of duty. Out of the residue, certain annuities were to be paid free of all death duties, and funds were to be appropriated to answer them; and, subject to the annuities, the trustees were to pay certain sums to relations of the testatrix, one being settled; and by a codicil she reduced the legacy of £5,000 to the National Anti-Vivisection Society to £2,500 "free of all death duties," and bequeathed to her trustees

£2,500, also expressed to be "free of all death duties" upon trust for her sister, Lady FARRER, for life, and after her death for the National Anti-Vivisection Society. Altogether there were three settled legacies, and SARGANT, J., held that in each case the legacy and succession duties which would become payable on the deaths of the respective tenants for life would be payable out of the corpus of the legacy, and not out of the residuary estate. Against this decision the National Anti-Vivisection Society appealed.

The legacy duty had, in fact, been commuted by the executors, and since they did not ask for the return of the duty, no question really arose as to it; but the Master of the Rolls pointed out in his judgment the practical difference between legacy duty and succession duty as regards the inconvenience of throwing on the residuary estate all duties on a settled legacy, whether payable at once or in the future. Legacy duty is payable at a fixed rate, and even if not paid at once, the future amount can be calculated precisely and a sum retained to meet it. Moreover, if the rate, payable on the death of the testator and on the death of the tenant for life are the same, it will be paid at once, and in any case it can be commuted. The rate might, indeed, be increased before the death of the tenant for life, but Lord STERNDALE thought that this contingency might be disregarded. "There is," he said, "this bare possibility, that the rates of legacy duty may be altered by *ex post facto* legislation affecting the estates of persons who have died before the legislation, and whose estates are already in course of administration, but it is so unlikely as to be negligible."

But with estate duty it is different. There is no fixed rate, because the duty payable on the death of the tenant for life will depend, not on the value of the settled legacy, but on the aggregated value of all the property passing on the death. Hence no provision is made for commuting the duty. Moreover, Lord STERNDALE saw no ground for supposing that the rate would remain unchanged. During the life of the tenant for life "the amount of estate duty may be increased, and that is not only possible, but probable, considering the present state of finance." Thus there are two unknown factors affecting the amount of future duty—the state of the legislation as to death duties which may exist at the death of the tenant for life, and the amount of the estate of the tenant for life which regulates the rate of the duty. Thus a construction which throws these future duties on to the residue gives rise to great difficulties in administration, and while "difficulties of administration cannot destroy the clear meaning of a testator's words, such difficulties do require that it should be quite clear the words do create them."

It is not a long step from this statement to the working principle which Lord STERNDALE laid down as the guide in these cases, and this was suggested by *Re Palmer* (*supra*). The natural time to ascertain the meaning of the words "free of all death duties" is when the legacies are paid in the sense of having been transferred out and out from the testator's estate; and this result is assisted where, as in the present case, the direction is that the legacies shall be "paid free of all death duties;" and Lord STERNDALE, after laying down this principle, continued: "If it be intended to postpone the date to that for payment or transference to the ultimate beneficiary, words should be used clearly expressing that intention. It can, of course, be done, but I think it should be done by clear words, and I find no such words in this will." The learned judge did not attempt to reconcile *Re Palmer* and *Re Parker*. He said it was a question of construction of the particular will, and on the construction of the will before him, the future duties were not charged on the residue. WARRINGTON, L.J., also said that the question was one of construction, and he considered that the direction that legacies should be "paid free of all death duties" indicated that only duties due at the time of payment or appropriated for the legacies were to be borne by the estate. He distinguished *Re Stoddart* and *Re Parker* on verbal distinctions which seem somewhat minute; and YOUNGER, L.J., declining, apparently, to adopt the general principle laid down by the Master of the Rolls, held, on a similar minute examination of the will that the exemption extended both to legacy and estate duty, so that future duties were thrown on the residue. He considered the difficulties of administration caused by such a construction might easily be exaggerated.

The result is hardly satisfactory, since both WARRINGTON and YOUNGER, L.JJ., paid minute attention to the wording of the particular will, but we suggest that for practical purposes the law is given by the general principle enumerated by the Master of the Rolls. The natural construction is that only duties payable up to the time of the payment or appropriated for the settled legacy are to be borne by the residue; and this is certainly so where the direction is that the legacy shall be "paid" free of all duties. But even without this direction the result is the same, unless the testator has said clearly that the residue is to bear future as well as present duties. On this principle, very little difficulty would arise, and it is unfortunate that the whole court did not adopt it. Still, it may be hoped that the judgment of the Master of the Rolls will be accepted as decisive of the matter. No doubt, in all wills now being made, the draftsman is careful to confine the duties payable out of residue to those payable in respect of the death of the tenant for life, except in the unlikely event of the testator giving express instructions to the contrary.

The Founder of English Jurisprudence.

ALTHOUGH John Austin is recognised in England as the founder of our English School of Jurisprudence, not less certainly than Adam Smith is hailed as having laid the foundation-stone of our Theories of Political Economy, singularly little is known about him by the average practitioner. Scarcely any interest at all is felt in his personality or his career. Most students, whether at the Bar or articled to solicitors, read through either Austin's Jurisprudence or some short summary of that work. Everyone answers one or two questions about his system in a professional examination. The undergraduate who takes a law degree, whether at London, Oxford, or Cambridge, is required to show rather more knowledge of the great thinker's theories. But with all this it may be questioned whether Austin has any real or devoted admirers.

It is a little difficult to account for this neglect. It is true, of course, that Austin had not the advantage possessed by most of the great writers on his science in England or Scotland. He did not belong to one of the old legal families, the Erskines or Dalrymples in Scotland, the Pollocks or Chittys in England, who may almost be said to form the "*Noblesse du Robe*" of our country, so frequently do their names appear among successful practitioners at either Bar, among masters, and among the minor or major luminaries of the Bench. Nor had he won for himself a successful career, law office or a judgeship, in his chosen profession. Nor was he of the great universities, Oxford and Cambridge, the successful graduates of which are remembered and honoured in their *Alma Mater* long after they have left the academic porch for the forum or the hustings. One effect of all this, no doubt, is absence of the circle of interested friends and comrades to whom, in a man's own lifetime and after his death, so much of his chance of fame is due. A circle of college friends who achieve success is perhaps the best mutual publicity organisation in the world. In our own generation, Wadham College, Oxford, has not missed any opportunity of extolling, not unduly, the extraordinary merit of her very distinguished sons whose names are to-day household words in the legal profession.

John Austin was born in 1790. He came from Ipswich, the birthplace of many famous men. His father was a flour miller who made money in the then great war when the prices of corn soared aloft owing to the interruption of our Baltic and Colonial trade. To-day, we fear, he would have been called a "war profiteer." At any rate, he prospered exceedingly and placed his son in the army. At sixteen Austin obtained his commission, and served for a little over four years in Malta and Sicily, but saw little or no fighting. He liked his profession; lawyers generally find the army interesting and congenial, although the compliment is certainly not returned by the professional soldier, who hates and detests the lawyer almost as much as he does the politician, and a good deal more than the parson or the schoolmaster. Like other young subalterns, notwithstanding the exigencies of war service, Austin found that a man who wishes to read always gets plenty of time

for so doing on active service. He did read unceasingly. Like Erskine in an earlier age, he decided to exchange the army for the law, and in 1812 he resigned his commission. He was called to the Bar at the Inner Temple in 1818, at the fairly mature age of eight and twenty.

Austin chose the Common Law Bar, probably a mistake, as his type of mind was obviously better suited for the niceties and formalities of a Chancery practice rather than the coarse and combative struggles of the King's Bench courts. But one cannot be sure. The shy scholar is not infrequently more of a success with a jury than with a Chancery judge. Be this as it may, Austin scarcely gave the Bar a fair chance. His health was weak, he was timid and sensitive. To browbeat juries or defy autocratic judges or fight strenuous rivals attempting to bluff him, these were uncongenial to his temperament. So, though he joined the Norfolk Circuit and travelled round it for a year or two, in 1828 he retired without repining.

He was now five and thirty. He had done nothing in life, either in the *Vita Activa* or in the *Vita Contemplativa* which Aristotle and the scholastic philosophers regarded as of equal importance and worthiness. His career seemed a failure. But an unexpected opportunity came his way. The University of London had just been founded by Royal Charter. University College, a centre of unitarians and nonconformists, had come into existence. It had a difficulty in finding distinguished lecturers, for the Oxford high churchman and the Cambridge evangelical agreed in fighting shy of a university which was a parvenue in the academic world and was currently regarded as little better than a house of Atheists and Jacobins, of the followers of Tom Paine and Judge Godwin and Rousseau—who in that age were regarded much as Bertrand Russell, H. G. Wells, Lenin and Trotsky are regarded by the polite and learned world of to-day. So there was an opening for new men. Austin was invited to fill the chair of jurisprudence; why, we do not know, as he had no academic qualifications and had published no works. Perhaps the governing body possessed some man of insight who could recognise merit when he saw it, a *rara avis* on any governing body but a priceless asset to the college which possesses him. At any rate, Austin was offered and accepted the chair.

With great good sense he decided not to lecture at once. He sought and obtained permission to study in Germany, then the home at once of the Hegelian Philosophy and the Jurisprudence of Savigny. Austin spent three years in study at the German universities. But his mind was tenaciously English. He was essentially a John Bull. The theories of Germany seemed to him vague, metaphysical, unpractical, full of meticulous subtleties and unsubstantial dreams. He rejected them utterly. He assimilated the facts collected by the untiring industry of German research, but of German theories he would have none. He turned to the great English writers—Bacon, Hobbes, Locke, Hume, Adam Smith—and on their masculine theories, based on common sense he built his own superstructure of theory. Common sense however, is not the real foundation either of science or of philosophy; it is too crude and superficial. So Austin's system, though very English and of immense systematic and pedagogic value, can never be regarded as one of the great systems of the world's thought upon law.

It was in 1828, three years after his retirement from active practice at the Bar, that Austin commenced lecturing in Gower Street. He had for his first class a remarkable body of pupils. Sir George Cornewall Lewis, Charles Buller, Charles Villiers, Sir Samuel Romilly and his brother Lord Romilly, Sir William Erle and John Stuart Mill; these were amongst the disciples who sat at Austin's feet in 1828. His pupils admired him immensely and have left on record their high opinion of his lectures and their value.

But Austin's career at University College soon had a check. London University is a curious place. Mere success as a teacher in any of its now very numerous colleges does not always win the support of governing bodies or adequate university recognition. There are wheels within wheels. There is always a party on the governing bodies who wish to fill their chairs with distinguished Oxford and Cambridge men in preference to the most successful teacher who hails from elsewhere. That is so to-day, and doubtless it became so early in the history of the university. At any rate, Austin was not appreciated by the Senate or his colleagues as he was by his pupils. No adequate stipend was paid him, and in 1832 he was practically forced to resign by pecuniary difficulties which his college did nothing to diminish.

But meanwhile he had made his mark in the learned world outside the university. He had published his first book, the "Province of Jurisprudence Defined," and his capacity as a lecturer had won him wide fame. Next year he was appointed a member of the Royal Commission constituted to draw up a Digest of Criminal Law and Procedure. He advocated a code as the best reform, but did not press his views against the more tentative proposals of his cautious colleagues, and showed his practicability by signing this report, although not wholly in accordance with its details.

Meanwhile interest in the Science of Jurisprudence was beginning to awake, even in the Inns of Court, which are usually proof against all taint of idealism or originality in law. The Benchers of the Inner Temple invited Austin to lecture on jurisprudence, and again he delivered a remarkable series of lectures subsequently published as a book. But he still failed to get pupils in sufficient numbers, and next year he resigned his readership. After this second debâcle he never consented again to become a lecturer.

During the next ten years he filled various public posts of a kind suited to his abilities, notably that of Law Commissioner to Malta, whose legal system Sir George Cornewall Lewis and Austin completely reformed. He wrote a "Plea for the Constitution" and came out as a conservative opponent of further Parliamentary reform. He revised and re-published his books and his lectures. Gradually his merits as a thinker in jurisprudence gained universal recognition, and when he died in 1859 the whole legal world mourned his loss as that of its greatest living academic ornament, the British equivalent of Grotius and Savigny. He has had no real successor.

Res Judicatæ.

Measure of Damages in Hiring Contracts.

The difficulties of applying in any particular case the correct measure of damages for breach of a commercial contract are notorious. The governing principles, of course, are (1) that the actual damages must be ascertained, provided they are not too remote, and are capable of assessment by some recognised legal mode of calculation; and (2) that the party aggrieved must do his best to mitigate the damage by taking reasonable steps to protect his own interests. These principles are both illustrated by *British Stamp and Ticket Automatic Delivery Co.* v. *Haynes* (1921, 1 K.B. 377). Here the plaintiffs entered into a contract with the defendant to let him two automatic machines for three years at a weekly rent. The defendant refused to accept delivery of the machines; he did so wrongfully in breach of his contract. The plaintiffs made no attempt to re-let those two machines; *i.e.*, they made no attempt to mitigate the damage resulting from the breach. They intended, no doubt, to rely on the contract and claim three years' rent of the machines as damages. But the Court, acting on the above principles, declined absolutely to treat the aggregate of three years' rent as the correct measure of damages. The Court actually allowed three heads of damage, namely: (1) the weekly rental of the two machines, *not* for three years, but for such period after the refusal to accept delivery as was reasonably necessary to secure another hirer of the machines; (2) the cost of transport of the machines; and (3) the commission paid to the agent who negotiated the contract, if payable notwithstanding breach. This decision seems eminently fair and correct on principle.

Waiver of Irregularities in Procedure.

One of the many branches of law which is still in an unsettled and unsatisfactory state is that which distinguishes between two kinds of irregularities in legal proceedings, those which can be waived by the other party if he takes a step in the proceedings after the occurrence of the irregularity, and those which cannot be so waived but render the proceeding wholly null and void. *Smythe* v. *Wiles*, No. 2 (65 SOL. J. 258) is a case of the former, the Court of Appeal holding it to be a case of a fundamental irregularity that caused a waiver, although Lord Justice Atkin delivered a powerful dissenting judgment. The point was this: In an action for damages for slander the defendant failed to enter an appearance. Judgment in default of appearance was duly signed, subject to assessment of damages by the under-sheriff and a jury—as is always necessary in the case of unliquidated damages. The defendant appeared before the under-sheriff, whose jury awarded £5 damages. No order for a jury had been obtained, contrary to the new requirements of the Juries Act, 1918, and R.S.C. Order 36, rule 6 (*a*); for s. 2 of that statute renders the order of the court or a judge an essential condition precedent to the issue of a writ of inquiry to the under-sheriff. The defendant did not refuse to go on at the hearing before the under-sheriff, but appealed against his judgment to the Court of Appeal, asking for a new trial or for judgment, and that the verdict and judgment be set aside. The question at once arises whether the omission to obtain an order for a jury, contrary to the statutory requirements of the Juries Act, is a fundamental irregularity which cannot be waived. Lord Justice Atkin thought that it was; indeed, he held that the under-sheriff was without jurisdiction in the absence of such an order. But the majority of the court thought the irregularity a mere informality, which could be waived, and must be deemed to be waived since the defendant had elected to go on with his defence before the jury thus irregularly summoned. The point is certainly not one on which

counsel could have advised either way with any confidence, and the decision of the Court of Appeal might possibly not commend itself to the House of Lords.

Proof of Means to Pay Instalments of Judgment Debt.

A very important point, one of those which somehow had not before been decided although they arise every day, was dealt with in a comprehensive judgment of Mr. Justice McCardie sitting as a member of the Divisional Court in *Nesom* v. *Metcalfe* (1921, 1 K.B. 400). Judgment against a debtor had been recovered in the High Court. A summons for payment of the judgment debt by instalments had been taken out in the county court under s. 59 of the Debtors Act, 1869, and the judge in that court, being satisfied as to means, had made an order for payment by instalments. On default in paying an instalment, the judgment-creditor asked for a commitment order against the judgment-debtor, who pleaded lack of means. The question then arose whether it was necessary to prove means to pay the instalment as and when it fell due, or whether proof of means at the date of the original judgment is sufficient. The court held that the former is the crucial date. On application for a committal order the creditor was bound to prove that the debtor had, either at the date of the instalment order or by means received since, sufficient means to pay each instalment as it falls due. Strict proof of such means must be given, not mere proof of some reputation for the possession of means. It must also be shown that the defendant has refused or neglected to pay the instalments; if he can show that, although he had the means to pay at the date of the order, yet through no fault of his own he has since lost them, no committal order can be made. All this seems rather elementary and obvious common sense, and we fancy that most courts have unduly taken it for granted, which probably accounts for the non-existence of previous decisions exactly in point. But it is satisfactory to have a reasoned judgment in a reported case on which to rely before a judge whose standpoint may be peculiar, and such judgment *Nesom* v. *Metcalfe* now affords.

Disturbance of a Market.

The Franchise of Market is one of the many strange anomalies of English law. In theory of the common law, the right of holding a market upon any piece of land is part of the Eminent Domain which remains vested in the Crown as Lord Paramount of the soil of England. In other words, it is a Franchise of the Crown. But such Franchises have in practice passed into the hands of subjects, either by express grant or by implied grant, or by prescription. Sometimes the Lord of the Manor is found to enjoy this franchise; sometimes a corporation; sometimes a trustee for the public-at-large, using and dwelling in a certain area. In every such case, however, no matter in whom the right is vested, it is in strict law an Incorporeal Hereditament, conferring on the possessor a monopoly, for disturbance of which he can take precisely the same proceedings available in the case of infringement of any other monopoly or trespass to any other incorporeal hereditament. In such cases, since the gist of the action is trespass to an actual property right, the action will lie whether or not actual damage can be proved, and in a proper case an injunction will be granted. All this is trite law. But in *Morpeth Corporation* v. *Northumberland Farmers' Auction Mart Co.* (37 T.L.R. 225), some doubt—rather illogical—arose as to whether this principle is equally good when the disturbance arises from the holding of an unauthorized market, as when it arises from illegally holding an authorized market in such a way as to interfere with the franchise. Mr. Justice Sargant held that there is no distinction between the two cases, and that in each an action will lie.

In Parliament.

House of Lords.

On the 21st inst., the Importation of Plumage (Protection) No. 3 Bill was read a second time and committed to a Committee of the whole House. On the same day the Tithe Annuities Apportionment Bill and the Police Pensions Bill were read a second time. The Housing Bill passed through the Report stage. The Protection of Animals (Scotland) Act, 1912, Amendment Bill passed through Committee, and was reported to the House. The Protection of Animals Act (1911) Amendment Bill was read a third time.

House of Commons.—Questions.

DEATH SENTENCE, HINCKLEY.

Mr. H. MacLaren (Leicester, Bestwick) asked the Home Secretary whether he has received representations in reference to the sentence passed on a girl named Roberts convicted of the murder of her infant child at Hinckley; and whether he can see his way to introduce into the House of Commons a Bill giving discretionary powers to the judge to pass a sentence other than death?

Mr. Shortt: I will send the hon. Member the draft of a Bill dealing with this matter, which was agreed to by the Lord Chancellor, the Lord Chief Justice, and the Attorney-General in 1910. If a Bill on those lines were introduced and proved to be uncontrover ial, I think it might be passed. (20th June).

NAVAL LAW (DESTRUCTION OF SHIPPING).

Viscount Curzon (Battersea, South) asked the Prime Minister whether a difference exists between English and German naval law with regard to the right to destroy shipping at sea and in the use of hospital ships; and whether His Majesty's Government are prepared to accept German naval law in respect to any case arising out of the late War?

The Attorney-General (Sir Gordon Hewart): I am asked to reply to this question. There are, as I understand, various differences between English and German naval law with regard to the destruction at sea of neutral shipping, the German regulations authorising the destruction of such shipping in cases where destruction would not be lawful according to the English regulations or the English view of international law on the subject. There does not appear to be any substantial difference between the English and German law as to the right to destroy enemy shipping or as to the use of hospital ships, but the German rule that superior orders constitute a valid defence in all cases except where the person doing the act knows that it is unlawful and that his superior also knew that it was unlawful is not recognised by English law. The answer to the second part of the question is in the negative. (21st June.)

INCOME TAX.

Mr. James Brown (Ayr and Bute) asked the Chancellor of the Exchequer whether he is aware that John Davidson, school-master at Ochiltree, Ayrshire, is assessed for Income Tax on his own and his wife's salaries; that Mrs. Davidson is teaching at Skares public school and, from the want of travelling facilities, is forced to hire a motor taxi-cab; that this costs upwards of £40 per annum; that Mr. Davidson has repeatedly applied for an abatement of £40, and that, in spite of the expressed sympathy of the surveyor of taxes and the Income Tax Commissioners, the abatement asked for has been refused; and whether he will take steps to ensure that an abatement shall be made in all such cases?

Mr. Young: My right hon. Friend the Chancellor of the Exchequer has caused inquiry to be made into the case referred to, and he will inform the hon. Member of the result of it.

Colonel Newman (Finchley) asked the Chancellor of the Exchequer whether he will ascertain if there has been a decision by the Special Commissioners of Income Tax that deductions under Schedule E in respect of expenses incurred by a director in travelling to and from the place of business of his company or in attending a board meeting, where the board meeting is not held at the place of business, are not admissible; and, if so, on what grounds can Members of this House obtain remission for Income Tax purposes of the costs incurred in visiting their constituencies?

Mr. Young: I have no information as to the particular case to which my hon. and gallant Friend refers, but I may remind him that in 1890, in the case of *Revell* v. *Directors of Elworthy Brothers and Company, Limited* (3 Tax Cases, 12), the High Court decided that the expenses of directors in travelling from their residences to the place of meeting of the company were not an allowable deduction for Income Tax purposes. Such expenses are clearly distinguishable from the expenses of a Member of Parliament incurred in the performance of the duties of his office, namely, the expenses of travelling between Westminster and his constituency, the two places at which his duties as Member are performed.

INCREASE OF RENT (RESTRICTIONS) ACT.

Sir J. Butcher (York) asked the Home Secretary whether his attention has been called to the judgment of Lord Justice Bankes in the recent case of Remmington v. Larchin in which he says that there is no section of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, which does not create difficulty; whether he is aware that in the opinion of the most experienced county court judges the Act requires considerable amendment; and whether, in view of these expressions of authoritative opinion, he will appoint a Select Committee to inquire into the working of the Act and to make recommendations for its amendment?

Sir A. Mond: I have been asked to reply. My hon. and learned Friend will recollect that the Act of last year was based upon the recommendations of a Committee presided over by Lord Salisbury and including one of the most experienced county court judges among its members. I should doubt whether anything would be gained by the appointment of another committee at the present time. (21st June.)

Bills Presented.

The Declaration of Rights Bill, "to declare the right of Parliament alone to decide the matter, manner, measure, and time in respect of which a tax shall be levied," presented by Capt. Wedgwood Benn (Bill 142). (15th June.)

The Summer Time Bill, "to provide for the time in the British Isles being in advance of Greenwich mean time during a certain period of the year," presented by Sir John Baird (Bill 145). (20th June.)

The Secretaries to the Treasury Bill, "to limit the number of Parliamentary Secretaries to the Treasury," presented by Mr. Hayward (Bill 146). (21st June.)

Bills in Progress.

On 15th June the Agriculture Amendment Bill (Lords) was reported, without Amendment, from Standing Committee A, and the Guardianship, Etc., of Infants Bill was reported, with Amendments, from Standing Committee D, and the Unemployment Insurance Bill was read a second time and committed to a Standing Committee.

THE MAGISTRATES' CHRONICLE.

THE CRIMINAL LIABILITY OF THE HUNDRED.

ONE of the most interesting of early English Legal Institutions, as well as one of the most obscure, is that commonly known as Frankpledge. The essence of this Institution is the imposition upon the hundred, or district intermediate between the shire and the parish, of a certain limited liability for the criminal acts committed within its borders. Until quite recently, this liability we supposed to be of very early origin, perhaps a relic of primitive tribal institutions. One view attributed it to King Alfred, without any special reason except tradition for so doing. But, in fact, no evidence of the existence of Frankpledge prior to the Norman Conquest can be said to have ever been discovered. And in the last years of the nineteenth century, the great scholar, Professor MAITLAND, at once the most iconoclastic and the most conservative of our legal historians, definitely discarded the inveterate tradition of an early origin. He boldly took the view that Frankpledge was the creation of the Norman Conquest. It was a mode of repressing rebellion and restraining disorders within rural areas, so disaffected to their conquerors that the criminal met with sympathy and the silent protection of the inhabitants, not because they loved him or approved of his deeds, but because they were "agin" the Government, and he was one of the Government's enemies. Recent events in Ireland, with the special and peculiar system now in force for repressing rebellion in that country, have lent new force to MAITLAND'S contentions and given us a practical demonstration of the conditions under which Frankpledge may well have arisen.

Before MAITLAND wrote about Frankpledge, Bishop STUBBS had described it in these terms: "This Institution," he says (Stubb's Const. Hist., s. 41), "of which there is no definite trace before the Norman Conquest, is based on a principle akin to that of the law which directs every landless man to have a lord who shall answer for his appearance in the courts of law. That measure, which was enacted by Athelstan, was enlarged by a law of Edgar, who required that every man should have a surety who should be bound to produce him in case of litigation, and answer for him if he were not forthcoming. A law of Canute re-enacts this direction, in close juxtaposition with another police order, namely, that every man shall be in a hundred and in a tithing; where the reference probably is to the obligation of the hundred and tithing to pursue and do justice on the thief. The laws of Edward the Confessor, a compilation of supposed Anglo-Saxon customs held in the twelfth century, contain a clause on which the later practice of frankpledge is founded, but which seems to originate in the confusion of those two clauses in the law of Canute."

It will be seen from this passage that Bishop STUBBS held the orthodox view that Frankpledge was of Saxon origin, merely extended and systematized by the Normans. But the destructive criticism of Professor MAITLAND (The Criminal Liability of the Hundred, MAITLAND'S Selected Papers, Vol. I, 230) has rendered this view old-fashioned. It may be assumed that MAITLAND'S views are now generally accepted, and that he is right in treating Frankpledge as only a development of William the Conqueror's famous law, which imposed a fine on every hundred within whose territorial limits a frank was found murdered. Domesday Book, the pleas of Manorial Courts, the Chronicles and the Year Books, are all utilized by MAITLAND in order to find support for this theorem, and in its totality the weight of the evidence thus ingeniously collected is too overwhelming to be rejected.

The essence of Frankpledge, according to MAITLAND, is the criminal liability of the inhabitants of the hundred as a whole for any *breach of the King's Peace within its borders*. They were not liable in the case of ordinary crimes; these were dealt with either by the King's courts, where the crime was one of the *Placita Coronæ*, or Pleas of the Crown; or by the shire court in the case of less serious felonies, or by the manorial, borough or other local court for what we should now call summary jurisdiction affairs. In each and all of those cases the individual *reus* was liable to justice for his own acts, except, perhaps, in the case of a married woman or an infant; these were subject to the jurisdiction of the domestic forum, and the house-father was responsible for their crimes, except the more serious ones, in the criminal courts. The clergy, too, had their well-known special exemption, the Benefit of Clergy. But riots, rebellion, murder of the King's officers, murder of Frenchmen, and the like, were in a special category. They were "breaches of the King's Peace." For these the inhabitants as a whole were liable, because the inhabitants as a whole could have prevented them. Large levies of money fines were exacted from the hundreds in which these offences occurred.

It will be seen, then, that collective responsibility, as enforced by the Normans on the subject Saxon, and by England on Ireland to-day, is not a relic of tribal custom. It is rather a form of military jurisdiction due to the occupation of a conquered country by the conquerors. England, for two hundred years after the Norman Conquest, was essentially a country occupied by a military invader and ruled in accordance with the military system by which in all ages peace has been kept in conquered lands. India, Egypt, Ireland, and other parts of our Empire, the Rhineland on the Continent, are examples at the present day. Much of our criminal law took its origin in the military aspect of the Conquest. To this day the justice of the peace, successor of the feudal magnates, may be regarded as essentially an administrator imposed from above on the people to preserve the King's Peace. That is why the magistracy has remained a nominated body, while the local authorities have become elective.

MAGISTERIAL AND LOCAL GOVERNMENT DECISIONS.

Issue of a Licence to a Substituted Person.

One of the most interesting magisterial cases of the last quarter is *Rex* v. *Richmond Confirming Authority, ex parte Howitt* (Div. Court, 1921, 1 K.B. 248). Here a company occupied premises as a restaurant. Their assistant-secretary applied at the usual time and in the usual way for a licence in respect of these premises, and licensing justices granted the licence. Before the confirmation of the grant, the assistant-secretary died; but at its next meeting, the Confirming Authority accepted the secretary of the company in substitution for the deceased assistant-secretary, and the grant was confirmed with the substitution of his name for that of the deceased. The original application had been approved; so was the confirmation, and the opponents proceeded in the High Court by way of *certiorari* to quash the confirmation as *ultra vires*. The Divisional Court, following *Rex* v. *Groom, ex parte Cobbold* (1901, 2 K.B. 157), issued the writ *ex debito justitiæ*, on the ground that the Confirming Authority's action was, on the face of it, illegal and in excess of jurisdiction. The principle, no doubt, is sound, although the case is clearly one of considerable hardship and must cause some inconvenience.

The Meaning of "Public Ceremony."

Another recent licensing case of much practical importance is that of *Rex* v. *Inglis, ex parte Cole-Hamilton* (Div. Court, 37 T.L.R. 359). Under the Licensing (Consolidation) Act, 1910, ss. 55 and 57, the Licensing Authority can issue temporary licences on special occasions. These are restricted at present, under the Defence of the Realm (Liquor Control) Regulations, 1915, par. 2 (*b*), to occasions of "public ceremony or gathering or like special occasions." The question arose whether a regular market or fair day comes within the ambit of these words, so as to empower justices to make a special exemption order authorizing licensed premises to remain open during additional hours on such days. The correct view seems to be that a market or fair is a regular public occasion, and cannot be regarded as having about it anything special or ceremonious. Probably Coronation Days, Celebrations of Peace, and the like, are the kind of occasions contemplated by the regulation. The court took this view and declared the exemption order *ultra vires*.

Implied Repeal of Special Act by General Act.

A time-honoured difficulty in the construction of statutes, as to which the numerous special decided cases afford practitioners very little assistance, is the question how far a General Act repeals a Special Act of prior date so far as the provisions of the latter are inconsistent with the former In *Starr Estate Co.* v. *Blackpool Corporation* (19 L.G.R. 9), this point has arisen once more. In this case the Blackpool Improvement Act, 1917, authorized Blackpool Corporation to acquire lands and carry out certain

improvement works. This statute expressly incorporated the Lands Clauses Act, subject to certain exceptions. One of these exceptions was expressed as follows: "Any question of disputed compensation under this Act shall be determined by a single arbitrator to be agreed upon between the Corporation and the person claiming compensation." Another of the exceptions provided that the Corporation should have power to enter upon, take, and use land. Section 70 of the statute, which embodied *inter alia* these provisions, had been inserted in the Act by the plaintiff, an estate company, in order to secure special protection for themselves.

Now, on 1st September, 1919, there came into operation the subsequent general statute, the Acquisition of Land (Assessment of Compensation) Act, 1919. The general effect of this Act, of course, is to diminish the amount of compensation payable on compulsory purchase. By s. 12 (1), however, the Act is not to apply to any question where before that date an arbitrator or other tribunal had been appointed to *inter alia* assess compensation. In the present case, before the coming into operation of the Acquisition of Land Act, 1919, the Blackpool Corporation had served notice to treat on the plaintiffs, and this notice necessarily provided that compensation should be assessed as under the special Act. But no arbitrator had yet been appointed, so that the company could not rely on the special protection given by s. 12 (1) to pending arbitrations. If, then, the general Act impliedly repealed s. 70 of the earlier special Act, the company would have lost its protection against the Corporation.

The view taken by the Court of Appeal, before whom the case came by appeal from the Statutory Commissioners, was that the Acquisition of Land Act, 1919, did not impliedly repeal s. 70 of the special Act. For that section was in the nature of a statutory contract between the company and the Blackpool Corporation; in other words, the Legislature had inserted it, during the private Bill proceedings in Committee, in order to give due effect to the opposition to the Bill on the part of the company. The Corporation, therefore, took their special Act on condition of observing their obligations under their statutory contract, and could not both approbate and reprobate. If they relied on powers conferred by the special Act, they must likewise accept its burdens and limitations.

Conversion of Houses into Flats.

The readers of the SOLICITORS' JOURNAL are probably already familiar with the recent decision of the Court of Appeal in *Re No. 4, Porchester Gate, Paddington: Johnston* v. *Maconochie* (1921, 1 K.B. 239); but as this case is of great importance to local authorities, a note of the main point is inserted here. It is provided as follows by s. 27 of the Housing, Town Planning, &c., Act, 1919: "Where it is proved to the satisfaction of the county court on an application by the local authority or any person interested in a house that, owing to changes in the character of the neighbourhood in which such house is situate, the house cannot readily be let as a single tenement, but could readily be let for occupation if converted into two or more tenements, and that, by reason of the provisions of the lease or of any restrictive covenant affecting the house or otherwise, such conversion is prohibited or restricted, the court . . . may vary the terms of the lease or other instrument imposing the prohibition or restriction, so as to enable the house to be so converted." In view of the general scope and object of the Housing and Town Planning Acts, it was *primâ facie* quite a moot point whether or not this section was restricted to the case of small houses, or rather of houses which could be converted into small tenements or flats, suitable for working class occupation. But the inconvenience to the middle classes, perhaps the upper classes too, caused by the present shortage of house accommodation, is not less great, nor less of a public mischief, than that occasioned thereby to the working classes. Nor does the statute in express words suggest any limitation of the discretion it confers. So the Court of Appeal refused to read into it such a limitation, and held that the local authority may make an application under the Act in the case of any class of houses.

Sewer made for Private Profit.

There was a time when "single private drains" and "sewers made for profit" were a burden on the life of every local government practitioner. But recent Public Health Legislation has somewhat lessened the anomalies and difficulties occasioned by well-known sections in the older statutes. In *Vare* v. *Joy* (18 L.G.R. 712), however, Mr. Justice Astbury had to consider one of those cases. Here the plaintiff was the freeholder of a piece of land which formed part of a private road. He made a sewer under the road with the consent of the adjoining owners and the sanction of the local urban district council. The council, too, passed a resolution agreeing that, if and when the road should be taken over by them, the freeholder should be credited with the amount in the contractor's bill for making up the road which should be saved by the erection of this sewer. The freeholder had the resolution in mind when he constructed the sewer, and did so in expectation of the benefit promised him. The question thereupon arose whether the sewer was a "public sewer" or a "sewer made for profit" within the meaning of the famous s. 13 of the Public Health Act, 1875, which imposes on the public sanitary authority the obligation of connecting a "public sewer" with their own system, but leaves such burden on the private owner in the case of a "sewer made for profit." The learned judge, following *Minehead Local Board* v. *Luttrell* (1894, 2 Ch. 178), and *Croydale* v. *Sunbury-on-Thames U.D.C.* (1898, 2 Ch. 515), considered that this sewer remained a "sewer made for private profit," notwithstanding the resolution of the council and the freeholder's motive in constructing it. The burden of connecting it with the public sewer, therefore, fell on him, not on the local authority.

SCINTILLAE JURIS.

Juvenile Offenders.

We believe we are right in saying that there is a growing reluctance on the part of Justices of the Peace to take any part in the holding of Children's Courts. A feeling is growing up that offences by children should be dealt with as part of the educational system of the country, and not as part of the administration of criminal justice. The first step in this direction showed itself when the Summary Jurisdiction Acts gradually made special provision for the summary trial of offences committed by children. Then followed the Children Act, 1908, with its provision of special Children's Courts to try *in camerâ*, or, at any rate, without admission of adult strangers, complaints and information laid against children. Next came the movement in favour of setting up special courts in the Metropolis, of which at least one woman should be a member, and the general tendency throughout the country to employ in the Children's Court those ladies who have been appointed to the magisterial bench. But a further stage is beginning to seem desirable. Many justices think that it would be a good thing to abolish criminal jurisdiction of a summary character altogether in the case of children, and to substitute for it the trial and summary punishment of juvenile offenders by the Education Officer of each Education Authority's area. Now that the reorganization of education has provided an admirable body of education officers throughout the country, who, with the assistance of their servants, the schoolmasters and mistresses, control and punish within school hours most children under fourteen within their area, the delegation to them of additional powers to treat as school offences and apply school punishments in the case of any acts committed by children, whether attending the public schools or not, can scarcely be more than a question of time. Legislation will be required to effect such a change, but such legislation—coming by instalments in our practical and wise British fashion—is surely a thing of the near future.

The Rating of Piers.

The unexpected results of legislation form a topic on which volumes might be written. One of the most curious of these results is illustrated by the very recent case of *Barwick* v. *South Eastern Railway Co.* (1921, 2 K.B. 387), where Mr. Justice Darling, and subsequently the Court of Appeal, found themselves bound to decide that a pier is an "accretion from the sea," which vests in the adjoining parish under s. 27 of the Pier Law Amendment Act, 1868. The section refers to "accretions from the sea, whether natural or artificial," so that the draftsman must have had some sort of artificial accretion in mind. But we rather fancy he was thinking of cases where a dam or a dyke, as in Holland, has been the means of reclaiming whole areas from the North Sea to be used as ordinary land. The most interesting of these "accretions," from a geographer's point of view, is the famous case of the island of *Curaçao*, off the coast of Venezuela, where orange groves produce the famous liqueur of that name. When the great war ended in 1815, the unhappy Dutch found that all the West Indies, except a miserable rock here and there, had passed into other hands. They were long disconsolate. But off the coast of Venezuela lay a long flat shoal. A ship accidentally sank upon it, and the heaped up sand gradually formed a space of some miles reclaimed from the Carribean Sea. The tropical winds brought seeds and insects; soon a tropical soil and vegetation showed themselves. A Dutchman settled on the soil with his slaves, because, alone of any tropical island, it reminded him of Holland. Others followed his example. The idea occurred to them to build stone breakwaters in the shallow shoal water and let the winds fill up the basins thus created with sand. They did so, and in half a century a huge long solid island, some 300 square miles in area, had grown up. It is now one of the most populous islands in the West Indies, with Dutch stone houses, Dutch waterways, Dutch canals. Something of this kind, we fancy, was what the Legislature had in mind when it annexed to the adjoining parish, for poor law and rating purposes, every accretion, "natural and artificial." But by an application of rather irrelevant doctrines of Roman law as to the *Jus Accrescendi*, the court has felt compelled to treat a pier as an "artificial accretion" from the sea.

Unlawful Threats.

It is not always easy to say what is meant by the very commonest word in the English language. We remember the late Lord Alverstone, when presiding over the Court of Criminal Appeal, listening to a counsel who argued that an intimation of an intention to do an act is not necessarily a threat, because it may not be meant seriously, suddenly remarked: "Suppose I said that I will punch your head unless you sit down, would that be a threat or an intimation of an intention." The reply, we believe, was: "Not a threat, my lord, because all the world knows that your Lordship would not hit a smaller man than yourself." A similar difficulty as to what amounts to a threat has recently arisen in a trade union case, *White* v. *Riley* (1921, 1 Ch. 1), and has been decided one way by Mr. Justice Astbury, another way by the Court of Appeal. The latter court held that no unlawful threat is contained in the mere statement to an employer by a body of workmen that they will cease work if another workman's services are retained; even although their cessation of work would render his position so untenable that he is in fact bound to accede to their demand.

CASES OF THE WEEK.

House of Lords.

PROVINCIAL CINEMATOGRAPH THEATRES LIM. *v.* NEWCASTLE-UPON-TYNE PROFITEERING COMMITTEE. 14th June.

PROFITEERING—COMPLAINT—INVESTIGATION—ORDER RECOMMENDING PROSECUTION—CERTIORARI—DISCHARGE—APPEAL—CRIMINAL MATTER—SUPREME COURT OF JUDICATURE 1873 (36 & 37 Vict. c. 66) s. 47—PROFITEERING ACT 1919 (9 & 10 Geo. 5, c. 66) s. 1.

A decision by a Profiteering Committee to direct a prosecution under the Profiteering Act, 1919, is a step in a criminal cause or matter within the meaning of s. 47 of the Supreme Court of Judicature Act, 1873, and no appeal will lie from an order of a Divisional Court discharging a rule nisi for a certiorari directed to the Profiteering Committee to quash their decision.

Wilson *v.* Lancashire and Yorkshire Railway Co. (64 S.J. 358; 36 T.L.R. 412) *distinguished.*

Ex parte Pullbrook (1892, 1 Q.B. 86) *followed.*

Decision of the Court of Appeal (64 S.J. 584; 18 L.G.R. 621), *affirmed.*

Appeal from an order of the Court of Appeal, reported 64 S.J. 584. The appellants owned and managed a cinematograph theatre at Newcastle-upon-Tyne, and with it they owned a café. A complaint was received by the local profiteering committee, it being alleged the charge of 2d. each made for two chocolate creamy biscuits sold at the café was an excessive charge. The charge was considered and a resolution passed that summary proceedings should be taken against the appellants. Thereupon, a rule nisi for a certiorari was obtained against the committee on the ground that the resolution was *ultra vires*. The Divisional Court discharged the rule. The appellants appealed to the Court of Appeal, where a preliminary objection that the appeal was incompetent under s. 47 of the Judicature Act 1873 was upheld. The appellants again appealed. Without hearing counsel for the respondents.

Viscount BIRKENHEAD moved that the appeal should be dismissed. He had no doubt that the judgment of the Divisional Court was a judgment given in a criminal cause or matter, and therefore the view taken by the Court of Appeal as to the competency of the appeal was right.

Lords SUMNER, WRENBURY, BUCKMASTER and CARSON concurred, and the appeal was dismissed with costs.—COUNSEL: for the appellants, *Barrington Ward*, K.C. and *Carodoc Rees*; for the respondents, *Compston*, K.C. and *Simey*. SOLICITORS: *Hyman, Isaacs, Lewis & Mills*; *Collyer, Bristow & Co.* for *V. B. Bateson*, Newcastle-upon-Tyne.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

BRAITHWAITE *v.* AMALGAMATED SOCIETY OF CARPENTERS AND JOINERS: ASHLEY *v.* GENERAL UNION OF OPERATIVE CARPENTERS AND JOINERS. No. 1. 7th, 8th, 9th, 10th and 13th June.

TRADE UNION—EXPULSION OF MEMBER—PARTICIPATION IN EMPLOYER'S PROFIT-SHARING SCHEME—ACTION FOR INJUNCTION—ACTION "TO ENFORCE AGREEMENT"—JURISDICTION—ALLEGED BREACH OF UNION RULES—"CO-PARTNERSHIP"—"PREMIUM BONUS"—TRADE UNION ACT, 1871 (34 & 35 Vict. c. 31), s. 4 (1).

Members of trade unions, having been threatened with expulsion from their respective unions by reason of their participation, as a voluntary act of their own and not as a term of their employment, in a profit-sharing or co-partnership scheme established by their employers, commenced actions against their unions for injunctions to restrain the threatened expulsion.

Held, reversing the decision of Eve, J. (ante, p. 434), *that the plaintiffs were entitled to maintain the action, as they were not attempting to enforce any agreement between members of a trade union concerning the conditions upon which they should be employed, or any other agreement within the meaning of the Trade Union Act, 1871, s. 4.*

Held, further, that their membership of the co-partnership scheme was not prohibited by the rules of the trade unions, according to their true construction, and that the injunctions must be granted.

Appeals by the plaintiffs in two actions, heard together, from a decision of Eve, J. (reported *ante*, p. 434). The actions were brought by members of the defendant unions for injunctions to restrain the unions from acting upon a threat to expel the plaintiffs on the ground of their participation in the Lever Brothers, Ltd., Co-partnership Trust. The trust, which had been in existence some twelve years, gave to meritorious employees, according to their position in the business, a share in the profits of the company, which, but for the scheme, would have gone to the holders of the ordinary shares, the majority of which were held by Lord Leverhulme. Some thirty different unions were represented among the employees of Lever Brothers, Ltd., but of these only the two defendant unions objected to the scheme, and the objections had only recently been made. The defendants contended that the actions were brought in order to enforce agreements made between the members of the union as to conditions of work within the Trade Union Act, 1871, s. 4 (1), and could not therefore be entertained by the court. Eve, J., held that he was bound by the decision in *Chamberlain's Wharf* v. *Smith* (1900, 2 Ch. 605) so to decide, and dismissed the action. The plaintiffs appealed. The material rules of the defendant unions were as follows: Rule 32 of the defendant union in the first case, headed "Misconduct of Members"—"(1) It shall be competent for any M.C., D.C., B.C., or branch at a special or quarterly meeting to fine (not exceeding £5) or expel any member from the society upon satisfactory proof being given that such member has refused to comply with their decision or by his conduct brought the society into discredit, wilfully violated the recognized trade rules in the district in which he is working, or working on a co-partnership system when such system makes provision for the operatives holding only a minority of the shares in the concern." The abbreviations D.C., M.C., and B.C. meant, respectively, district council, managing committee, and branch committee. The rule mainly relied on in the second action was as follows: "Rule 31.—Any member proved to the satisfaction of the E.C., District Committee, or Lodge to be working against the interests of the Society by working on the Premium Bonus System, or taking piecework, or sub-contracting (sub-contracting and piecework being defined as taking the labour of a job and not supplying the material), or working for either class of employer, or fixing or using work which has been made under unfair conditions or contrary to the recognized trade rules of the district in which it has been made, may be fined or expelled as the E.C., District Committee, or Lodge may determine. Should any member be fined under this or any other rule where no fine is fixed, such fine not to exceed £2." By the Trade Union Act, 1871, s. 4: "Nothing in this Act shall enable any Court to entertain any legal proceedings instituted with the object of directly enforcing or recovering damages for the breach of any of the following agreements:—(1) Any agreement between members of a trade union as such, concerning the conditions on which any members for the time being of such trade union shall or shall not sell their goods, transact business, employ, or be employed . . ." *Cur adv vult.*

The Court allowed the appeal.

Lord STERNDALE, M.R., said that the question of jurisdiction depended upon whether the plaintiffs were seeking to enforce an agreement within s. 4 (1) of the Trade Union Act, 1871. There were other sub-sections to that section, but s-s. (1) was the only one within which it was suggested that it came. It was necessary to show that the legal proceedings instituted by the plaintiffs were taken with the object of enforcing an agreement concerning the conditions on which the members of the society should or should not be employed. It was of the very first importance to remember that it must be a legal proceeding to enforce an agreement by the society, and it was not sufficient to show that it was one to enforce an agreement binding on the plaintiffs. It was necessary, therefore, to see what the action claimed. It was an action asking for an injunction to restrain the defendants from acting on their threat to expel the plaintiffs from the union on the ground of their being members of the Lever Brothers, Ltd., Co-partnership Trust. The defendant union issued a notice that any members who were still at a named date members of the scheme must from that date be excluded from the benefits of the union. No action had yet been taken on the notice, but it was not disputed that it amounted to a definite threat of exclusion. The defendants justified what they intended to do under rule 32 (1) of their society. His lordship read the rule and said that the plaintiffs did not dispute the validity of the rule, but they said that they had done nothing in contravention of it. All agreements between a trade union and its members were not unenforceable; only such agreements as came within s. 4 (1) of the Act. It must be an attempt to enforce an agreement by which the defendants agreed to do something. Where was that agreement to be found? In his (his lordship's) opinion no such agreement could be found in the rule at all. The only agreement which it implied was the one arising from membership. There must be implied on the part of the member an agreement to comply with the rules, and on the part of the defendant union an agreement to give the member certain benefits so long as he complied with the rules. It seemed to him that the answer to the question, apart from authority, was that the defendants had never made any agreement, but had made it a condition of membership that the plaintiffs should not commit any breach of the rules. But a great deal of authority had been relied on by the defendants with which it was necessary to deal. The first case always referred to in an action like the present was the decision of Sir George Jessel in *Rigby* v. *Connol* 1880, 14 Ch.D., 482). There was a Scottish case to the same effect of *Aitken* v. *Associated Carpenters and Joiners of Scotland* 1885 12 R. Ct. of Sess., 1206). Those decisions were of great authority because of the eminence of the judges who decided them, or rather they would be but for subsequent decisions of equal authority. The decision in *Rigby* v. *Connol* had been applied in several cases, and on the ground that there the plaintiffs were claiming not only an injunction to restrain expulsion, but also a declaration as to their rights as members to certain benefits under the rules of the union. But Sir George Jessel in that case went further than he need have done, and he held that as membership gave a claim to a share in the funds of the union, and expulsion from the union would deprive members of that claim, an action to restore them to membership by restraining expulsion would be an action to enforce the agreement between members and their union. The latter contention was not necessary for the decision of that case, and in any event it could not be maintained in that court. It had been held not to be good law in the second Osborne case (*Osborne* v. *Amalgamated Society of Railway Servants*, 1911, 2 Ch., 540), at p. 567. Buckley, L.J., there said: "It is said that an order to declare his expulsion *ultra vires* and a proper consequential injunction will be an enforcement of

the agreement in the rules to apply the funds to provide him with benefits. I cannot follow the contention. The plaintiff was a member of a society with (amongst others) rights as regards those benefits which were unenforceable. How can an order to restore him to membership do more than make him what he was before, namely, a member with the same unenforceable rights? How does such an order enforce those rights? What benefit in the application of the funds is it that the order compels the society to give him? Obviously none. If he succeeds in the action he merely resumes the position in which he stood before. His rights by way of benefit are neither greater nor less than before his expulsion." Coming back to the question, was there any such agreement as was contended for in the present case, it was said that there was an authority which showed that there was—*Chamberlain's Wharf, Ltd.*, v. *Smith* (1900, 2 Ch., 605). So far as that decision stated a principle, and so far only, the court was bound to obey it. The principle stated in that case was one that had not been disputed, and that was that if one found there was an agreement between a society and its members which came within the Trade Union Act, 1871, s. 4 (1), it could not be enforced by action. One judge, at any rate, seemed to find that there was such an agreement in that case. Collins, L.J., founded his judgment on the principle decided in *Rigby* v. *Connol* (*supra*), which had now been held to be erroneous, and Rigby, L.J., on even wider grounds, grounds which were not necessary for the decision of the case. There the object of the agreement was to govern the relations of the members as to the terms on which they were to supply and sell their goods. The rules in the present case were quite different, and he (his lordship) could not see how a case which turned on the inference to be drawn as to the effect of a certain number of rules could bind the court to draw another inference from an entirely different set of rules. There was no authority binding him to say that there was such an agreement as the defendants contended for, when it seemed clear that no such agreement existed or was attempted to be enforced. For the reasons given, therefore, the learned judge's decision was erroneous, and the appeal on the question of jurisdiction must be allowed. That made it necessary to see whether what the plaintiffs had done in becoming members of the Lever Brothers, Ltd., Co-partnership Trust was forbidden by rule 32 (1). His lordship then went into the merits of the case, and held that even if the trust were a "co-partnership" of which word there appeared to be no strict definition, the workmen's membership of the trust was not contravened by rule 32 (1), which clearly contemplated a co-partnership system involving the taking by the workmen of shares in the concern, with a provision which effectually prevented them from ever exercising any control. An injunction must therefore be granted to restrain the defendants from acting upon the threat to expel them from their union. A similar decision would follow in the second case, as the Lever Co-partnership Trust could not possibly be called a "premium bonus" system, which was a system of payment according to output.

WARRINGTON, L.J., and YOUNGER, L.J., delivered judgment to the same effect, the latter saying that for a man to be expelled from his trade union meant that as other men would not work with him he could obtain no employment in his own trade. He would become what Fletcher Moulton, L.J., in another connection had called "an odd lot in the labour market." Expulsion from a trade union to a workman was a sentence of industrial death.—COUNSEL: *Romer*, K.C., and *Cecil Turner*; *Jenkins*, K.C., and *Brocklehurst* in the first action; *Jenkins*, K.C., and *P. M. Walters* in the second action. SOLICITORS: *Pritchard, Englefield & Co.*, for *Simpson, North, Harley & Co.*, Liverpool; *Kinch & Richardson* for *Howard, Laycock and Co.*, Manchester; *C. H. Osborn* for *T. H. Hinchcliffe*, Manchester.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

SPENCER *v.* HEMMERDE. No. 2. 13th June.

STATUTE OF LIMITATIONS—LETTERS BY DEFENDANT—"NO PROSPECT OF BEING ABLE TO PAY CAPITAL AT PRESENT"—ADMISSION OF THE DEBT—WHETHER UNCONDITIONAL PROMISE TO PAY CAN BE IMPLIED.

In an action in which the defendant pleaded the Statute of Limitations the Court (Scrutton, L.J., dissenting) held that in the defendant's letters, in which he used the expression "It is not that I don't want to pay you, but that I cannot do so," there was no unqualified promise to pay and the plea succeeded.

Decision of Bailhache, J. reversed.

Defendant's appeal against a judgment entered for the plaintiff for the sum claimed and interest, at the trial before Bailhache, J., without a jury.

The plaintiff sued as assignee of a Mr. J. Benson, for the return of two sums of money amounting to £1,000 lent to the defendant in 1909 at interest at 7 per cent. There was no question that the money was lent or that with the interest the judgment entered by the learned judge was for the right amount. The only question was whether two letters written by the defendant on November 4th and 7th, 1915, were in law such an acknowledgment of the debt as would defeat the defendant's plea that the debt was statute barred. The writ in the present action was issued in 1920. The learned judge held that the letters did amount to an acknowledgment of the debt from which a promise to pay could be inferred and gave judgment to the plaintiff, but stayed execution on terms, pending the result of this appeal. The defendant's letter of November 4th, 1915 was as follows:—"Dear Mr. Benson,—I think it is a pity you write to me in such a tone. Have you the slightest idea what these times mean to professional men? I have not been able to see you because I have absolutely nothing to tell you but what you must know already. I will look in and see you one day next week, but I cannot at present hold out the slightest hope of paying you the capital. I will tell you exactly how things stand when I see you." Mr. Benson replied that an interview would be useless and he would have no alternative but to put the matter in the hands of his solicitors. On November 7th, 1915, the defendant wrote:—"My dear Mr. Benson,—"It is not that I don't want to pay you, but that I cannot do so . . . What I wrote was not that I saw no prospect at present of being able to repay the capital, but that I saw no prospect of being able to repay the capital at present. The condition of things at the Bar is such that the vast majority of us will be getting into debt rather than out of it . . . " It was contended on behalf of the defendant that the statements in the letter did not amount to a fresh promise to pay sufficient to take the case out of the statute, and the decision of the majority of this Court in *Fettes* v. *Robertson* (*infra*) was relied on.

BANKES, L.J., said that the contention of the appellant was that the letters so far from containing an unqualified promise to pay clearly showed that he could not pay. He thought this case was indistinguishable from *Fettes* v. *Robertson* (65 Sol.J., 433; 37 T.L.R. 581), which was a decision of this Court delivered only a few days after Bailhache, J. had given his judgment now under appeal. For the reasons stated in *Fettes* v. *Robertson*, he thought this appeal must be allowed.

SCRUTTON, L.J., dissented. He desired to make it clear that on the view taken by his brethren as to the inference to be drawn from the words used in the letters in *Fettes'* case, he did not dissent from the decision of the majority of the Court. But he did not see that he was bound by that decision where in his opinion the case under consideration could be distinguished on the facts. The authorities laid it down that in these cases there were two classes of acknowledgment. An acknowledgment followed by words which prevented the implication of a promise which might otherwise be inferred from the acknowledgment; and the second class, consisting of those cases where the acknowledgment was followed by words which while falling short of a promise to pay were not such as to negative the promise implied by the acknowledgment. He thought, with Bailhache, J., that the present case was one of the second class; the other members of the Court thought it was one of the first class.

ATKIN, L.J., considered the case covered by the decision in *Fettes* v. *Robertson*. The question was whether in the appellant's letters there was an acknowledgment from which an unconditional promise to pay could be inferred. In the present case there was no promise to pay in fact, and if there were such a valid promise, it must be a promise to pay forthwith, and no words to any such effect were used. Such language as "It is not that I won't pay you, but that I can't do so," were wholly inconsistent with a promise to pay forthwith. The defendant was entitled therefore to plead the defence given by the statute and the appeal in his opinion should be allowed.

By a majority the appeal was accordingly allowed.—COUNSEL, for the appellant: *Merriman*, K.C. and *Sir Albion Richardson*; for the respondent, *Schiller*, K.C. and *Rowand Harker*. SOLICITORS, *Guedalla, Jacobson & Spyer*; *Wordsworth, Porter & Shaw*.

[Reported by ERSKINE REID, Barrister-at-Law.]

REMINGTON *v.* LARCHIN. June 14.

EMERGENCY LEGISLATION—"PERSON" WHO SHALL GRANT RENEWAL OF TENANCY OR SUB-TENANCY—£180 PAID BY INCOMING TO OUTGOING TENANT—"PAYMENT OF ANY FINE, PREMIUM OR LIKE SUM"—ACTION TO RECOVER THE £180—CONSTRUCTION OF S. 8 OF THE INCREASE OF RENT ETC. (RESTRICTIONS) ACT 1920 (10 Geo. 5, c. 17).

The respondent L was tenant of a house, under a three years' agreement. After a year of the tenancy had expired, she desired to leave and her landlord agreed that she should go out provided that she obtained a suitable tenant for the premises. She advertised the house to let, the advertisement stating that £180 down would secure it. The appellant R. eventually paid the £180, and was granted a new lease for three years at a small increase in rent, but having taken possession he brought an action in the county court claiming that under s. 8 of the Increase of Rent, Etc. (Restrictions) Act 1920, L must repay him the £180.

Held, that the right to recover back a "fine, premium or other like sum" was limited to a "fine, premium or other like sum" demanded by the person who granted the renewal of the tenancy or sub-tenancy. L was not that person and therefore the action against her for the recovery of the £180 failed.

Appeal from a judgment of a Divisional Court (Bailhache and Shearman, JJ.) on an appeal from the Wandsworth County Court. The question arose under s. 8 of the Increase of Rent and Mortgage Interest (Restrictions) Act 1920, which provides: "A person shall not, as a condition of the grant, renewal or continuance of a tenancy or sub-tenancy of any dwelling-house to which this Act applies require the payment of any fine, premium or other like sum or the giving of any pecuniary consideration, in addition to the rent, and where any such payment or consideration has been made or given in respect of any such dwelling-house under an agreement made after the 25th day of March 1920, the amount or value thereof shall be recoverable by the person by whom it was made or given." The county court judge had held that a sum of £180 which had been paid to a tenant to obtain the tenancy of a house was not recoverable under the Act of 1920. The respondent was the tenant under a three years' agreement, of a house at Wandsworth Common and when one year had expired he wished to give up the tenancy, and the landlord agreed to release him if he found a suitable tenant. Accordingly, without the landlord's permission, he

inserted an advertisement in a daily paper stating that an unfurnished house was to let "three years' agreement, vacant June 1st, £48 p.a. and rates, £180 secures." The appellant answered the advertisement and eventually paid the respondent £180, and was granted a new tenancy by the landlord at a slightly higher rent. Certain fixtures were included. Subsequently the Act of 1920 was passed, and this action was brought to recover back the premium paid. The county court judge held that the premium could not be recovered. The judges in the Divisional Court differed and the appeal was dismissed. The plaintiff appealed.

BANKES, L.J., in giving judgment, said that the Act of 1920 presented many difficulties in construction, and he thought it impossible to say that the language of s. 8 was otherwise than ambiguous. The point was whether upon the facts found the defendant was not within the terms of this section. All that was known of the facts was that a Mr. Baylis was the landlord of these premises, and that he had let them to Larchin for a term of three years. When one year of that term had expired, his tenant was anxious to leave the premises and either he or his wife thought there was an opportunity of getting rid of their fixtures and also of getting something in the nature of a premium. What exactly happened was not known, but the landlord said that in 1920 the defendant wrote him asking to be relieved from his tenancy, and eventually the landlord agreed to release him and to let the premises to another satisfactory tenant found by him, and to create a new term for three years at an increased rent. The lady is said by the plaintiff to have told him that he could have possession of the premises if he paid £180 on a three years' agreement "from the date I took the premises"—Mrs. Larchin said she had made all arrangements with Mr. Baylis to that effect. It would therefore appear that the plaintiff had made it a condition of his paying the £180, that not only should the lady leave the premises and hand over the fixtures, but should grant him a fresh tenancy for three years. If that be the true inference to gather from the facts then the question for this court was whether or not that brings the case within the terms of the section. This s. 8 of the Act of 1920 differs, it was said, materially from the corresponding section in the Act of 1915, because the section deals with a demand, fine or premium in addition to the rent aimed directly at by the landlord—and in the corresponding section in the Act of 1915, the landlord was alone referred to. The Act of 1920 clearly included a sub-letting, which was excluded in the Act of 1915, and it might be that the subsequential alterations in order to include a sub-letting might have been the reason for the other alterations in the language of the later section. Where this s. 8 spoke of a person who "shall not as a condition of the grant, renewal or continuance of a tenancy or sub-tenancy . . . require the payment of a fine, premium or other like sum," did it refer to a grant by that person or did it refer to a grant by some third person? The language of the section did not supply any clear answer, and might be capable of more than one construction. But this was a penal section, and where there were two possible meanings the court should adopt the more lenient. Moreover, this was one of a group of sections under the heading "Further restrictions and obligations imposed on landlords and mortgagees," and the language of these sections must be approached subject to those considerations. He thought the more natural construction of this section was to read it as applying to a "grant, renewal or continuance" by the person who required the payment of the "fine, premium or other like sum." He preferred that construction because it was rendered the better by the use of the words "in addition to the rent," since it seemed more appropriate to speak of a "payment in addition to the rent"—requiring a "payment in addition to the rent"—of a person who was in a position to control the rent—rather than a payment by a person who was a stranger altogether to the relationship between the parties under which a rent could possibly be created. The matter was not plain, but on the whole he preferred the view taken by SHEARMAN, J., and was for dismissing the appeal with costs.

SCRUTTON, L.J., in agreeing that the appeal failed, said he too thought the construction of this section was a matter of considerable doubt.

ATKIN, L.J., expressed a similar view. The final consideration after all, was that this section was a special section. There was quite sufficient doubt about the matter to compel one to take the more lenient view. There were two possible constructions that could be put upon the section. Under these circumstances he was forced to the conclusion that the view taken by SHEARMAN, J., was the right one.—COUNSEL for the appellant: *Woolf*; for the respondent: *Charles Bray*. SOLICITORS: *Telfer, Lavianshy & Co.*: *Young, Son and Ward*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

MACCLESFIELD CORPORATION *v.* THE GOVERNORS OF THE FREE GRAMMAR SCHOOL OF KING EDWARD VI IN MACCLESFIELD. Russell, J. 3rd June.

PUBLIC HEALTH—ROADS—FRONTAGER'S LIABILITY—TIME WITHIN WHICH TO MAKE UP ROADS—NOTICE.

It is not necessary under s. 150 of the Public Health Act, 1875, that the time within which a frontager is required to make up the road in front of his premises should be fixed by the corporation. All that is requisite is that the time must be specified in the notice, and that it must be reasonable. The time can be inserted in the notice by a competent person duly authorized by the council to insert it. The time is reasonable if it is sufficient for the work which each individual frontager has to do, and it need not be a sufficient time for the making up of the whole road.

This was an action by the Macclesfield Corporation, the urban sanitary authority for the Borough of Macclesfield, claiming a declaration that the premises belonging to the defendants had become charged under s. 257 of the Public Health Act, 1875, with expenses incurred by the corporation in making up the roads in front of the said premises in the following circumstances. On the 12th of July, 1912, the plaintiffs gave notice to the defendants, who were frontagers in Leigh-street and Jodrell-street, Macclesfield, to make up those parts of those streets on which their premises fronted, within three calendar months. The notices were not complied with, and accordingly the plaintiffs did the work and in May, 1915, demanded the cost thereof from the defendants. The defendants failed to pay, and accordingly the plaintiffs started this action. The defendants contended (*inter alia*) that the notices given under s. 150 were invalid on two grounds: (1) because the term of three calendar months had not been fixed after consideration by the corporation, and (2) because in any case the time was not reasonably sufficient. The evidence showed that on the 25th of April, 1912, at the highways committee, it was resolved that the town clerk be instructed to serve the notices, and this resolution was approved and confirmed by the corporation. No time within which the work was to be executed had been fixed by these resolutions, and the town clerk sent the notices to the borough surveyor with the time left blank. The borough surveyor informally consulted the highways committee, and three calendar months was inserted as a reasonably sufficient time. The notices were then issued without any further reference to the council with the time limit of three months inserted in them. There was also evidence before the court as to the sufficiency of such time.

RUSSELL, J., after stating the facts, said: The result of the resolution of 25th April, 1912, having been confirmed by the council on 1st May, is that the council adopted the resolution of the highways committee as its own, and thereby authorized the town clerk to issue notices under s. 150 and to fill in the requisite details, including the times that ought reasonably to be allowed for the execution of the work. Section 150 of the Act does not, in terms, require the council itself to fix the time; all it requires is that a time shall be specified in the notice, and it has been decided that this time must be reasonable. These two requisites completely protect the frontagers. There is no reason why the council should not leave the time to be determined by a competent person. In my view the notices to the frontagers are the council's notices, and none the less so because the filling in of a reasonable time is left to the town clerk after consultation with the borough surveyor, and, if necessary, the highways committee. The other question is whether the time allowed was reasonable. On the evidence I am satisfied that it was. I do not think the notices issued to the frontagers in a road are required to contain a time reasonably sufficient for the making up of the whole road. They need only specify a time sufficient for the work that each particular frontager is being required to do. Even, however, if this were not so, and the times specified in each notice must be taken to refer to the execution of the whole work in the particular road, the times fixed here were on the evidence sufficient in each case. The plaintiffs are entitled to the relief asked for.—COUNSEL: *Tomlin*, K.C., and *Dighton Pollock*; *Clauson*, K.C., and *J. Schofield*. SOLICITORS: *Sharpe, Pritchard & Co.* for *F. R. Oldfield*, Town Clerk, Macclesfield; *Rawle, Johnstone & Co.* for *A. C. Procter*, Macclesfield.

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—King's Bench Division.

ROBERTS *v.* POPLAR ASSESSMENT COMMITTEE. May 4, 1921.

RATING—VALUATION—LEASE—BEERHOUSE WITH RESTRICTIVE COVENANTS—ASSIGNMENT—PREMIUMS—"GROSS RATEABLE VALUE"—STANDARD RENT—VALUATION (METROPOLIS) ACT, 1869 (32 & 33 Vict. c. 67), ss. 4, 40—INCREASE OF RENT, &c. (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17) s. 2, s.s. (1), s. 12, s.s. (1) s.s. (2).

A beerhouse in a Metropolitan borough was in 1909 demised for twenty-one years at the rent of £40 per annum, a further rent of £80 a year to be payable at the option of the lessors, if there should be a breach of covenants which were the usual "tied" house covenants. A premium was paid for this lease, and subsequently, after several mesne assignments, the lease was assigned in November 1919, and the assignee also paid a premium. The rateable value of premises on August 3rd, 1914, was £48, but for the year 1920, the rateable value was fixed at £94..

Held that in making the valuation the Increase of Rent and Mortgage (Restrictions) Act 1920 was to be taken into account, and that the highest gross value which could be placed upon the premises was the "standard rent" plus the highest increase of rent provided for by s. 2 of that Act.

Case stated by Justices at the London Quarter Sessions, on appeal from the Poplar Assessment Committee, fixing the valuation of premises under the Valuation (Metropolis) Act, 1869. The appellant Roberts was the occupier of the Cobden's Head, a beerhouse in the parish of Poplar, and was the assignee of a lease thereof which was made in 1909 by Mann, Crossman & Paulin, Limited, brewers, to the then original lessee for twenty-one years at the rent of £40 per annum. A further rent of £80 per annum

became payable at the option of the lessors in lieu of forfeiture in case of the breach of covenants which were the ordinary covenants as to the purchase of liquors from the lessors. A premium of £850 was also paid to the lessors on or before the execution of the lease. On the assignment of the lease to the appellant, in November, 1919, a sum of £1,800 was paid by him. The rateable value of the premises on August 3rd, 1914, was £48. The valuation fixed for the year 1920 was £112, as the gross value, and £94 as the rateable value.

AVORY, J., in a considered judgment, said that the substantial question was whether or not the Increase of Rent & Mortgage Interest (Restrictions) Act, 1920, was to be taken into account in the valuation of premises in question. The respondents contended that though, as between landlord and tenant, that Act applied, it did not apply to the assessment under the Valuation (Metropolis) Act, 1869, and its restrictions might be disregarded. It was not disputed that, apart from the restrictions of the Act of 1920, a public-house or beerhouse should be assessed as if it were free from any covenant making it a tied house, and that premiums on grant or assignment of leasings should be taken into consideration. The appellant contended that the hypothetical tenant, who must be assumed to be a sensible person, would not pay more than an Act of Parliament required him to pay. It was an established principle in rating law that the valuation was to be made *rebus sic stantibus*, and that any statutory restrictions on the profit earning or rent earning capacity of premises must be taken into consideration: *Staley* v. *Castleton Overseers* (1864, 12 W.R. 911; 5 B. & S. 505); *Altrincham Union Assessment Committee* v. *Cheshire Lines Committee* (1885, 15 Q.B.D. 597); *Sculcoates Union* v. *Kingston-upon-Hull Docks Co.* (1894, 43 W.R. 623) and 1895, A.C. 136; *Port of London Authority* v. *Assessment Committee of Orsett Union* (1920, A.C. 273). His lordship said that having regard to those decisions, and to the fact that the restrictions imposed by the Rent Restriction Act, 1920, attached to the house by whomsoever it might be occupied, he was unable to imagine any tenant who would pay a rent for the house greater than that authorised by the Act. That, no doubt, stereotyped the assessments of all houses falling within the provisions of the Act, and it was doubtful whether that consequence had been foreseen by the legislature, but the appellant's contention must prevail, and the Rent Restrictions Act, 1920, should be taken into account. The highest gross value which could be put on the hereditament for the year 1920 was the standard rent applicable thereto, plus the highest increases of rent provided for and set out in s. 2, s.s. (1) of the Act. The appeal would be allowed with costs.

DARLING, J. and SALTER, J. concurred in the above judgment.—COUNSEL, *Konstam*, K.C., *Wootten*, K.C. and *R. Mitchell Banks* for the appellant: *Sir Harry Courthope-Munroe*, K.C. and *S. G. Turner*, for the respondents. SOLICITORS, *Maitland, Peckham, Washington, Fox & Hatten; Ernest J. Marsh.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

Books of the Week.

Digest.—Mews' Digest of English Case Law, containing the Reported Decisions of the Superior Courts and a selection from those of the Scottish and Irish Courts reported during the years 1916 to 1920. Under the general Editorship of SYDNEY EDWARD WILLIAMS, Barrister-at-Law. Sweet & Maxwell, Ltd. Stevens & Sons, Ltd. £2 15s. net.

Criminal Trials.—Burke and Hare. Edited by WILLIAM ROUGHEAD. Wm. Hodge & Co., Ltd. 10s. 6d. net.

Conveyancing.—The Preparation of Contracts and Conveyances with Forms and Problems. By HENRY WINTHROP BALLANTINE, Professor of Law in the University of Minnesota. Macmillan & Co., Ltd. 12s. net.

Sociology.—Our Social Heritage. By GRAHAM WALLAS. George Allen & Unwin, Ltd.

International Law.—Letters to *The Times* on War and Neutrality (1881-1920) with some Commentary. By Sir THOMAS ERSKINE HOLLAND, K.C., D.C.L., F.B.A., Sometime Chichele Professor of International Law. Third edition. Longmans, Green & Co. 10s. 6d. net.

Correspondence.

Law of Property Bill and Intestacy.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—There is a provision in the amendment of the law of intestacy in the Law of Property Bill, which is, I think, open to criticism and may lead to results not contemplated. After provisions as to husband or wife, issue, and parents, clause 147, s-s. (1) goes on to provide (VI) that, if the intestate leaves no issue or parent, then, subject to the interests of a surviving husband or wife, the residuary estate of the intestate shall be held in trust for the following persons living at the death of the intestate, and in the following order and manner, namely:—First, the brothers and sisters of the whole blood of the intestate. There follows a proviso that, if a brother or sister *dies in the lifetime* of the intestate leaving issue living at the death of the intestate who attain the age of 21 years or marry under that age, the share or interest to which the deceased brother or sister would, if surviving, have been entitled shall be held on trusts (in the section referred to as substitutional trusts) for the issue of such brother or sister, corresponding to the statutory trusts which, if the intestate had issue, would have been applicable for the benefit of the issue of the intestate. Then later on (to take an instance) uncles and aunts are mentioned "with substitutional trusts for the issue of a deceased uncle or aunt" and similarly again for great uncles and aunts. Now it would seem possible at all events that the words last quoted bring in the condition that the uncle or aunt, great uncle or aunt, must have died in *the lifetime of the intestate* in order to enable his or her issue may take; whereas in many cases such a relative may have died *before the intestate was born* leaving issue, and, on the possible construction referred to, such issue would be excluded. Such a result would be most unfair, and it may be remarked that it might let in the Crown, although, for instance, cousins of the intestate were living. It could, it seems to me, be avoided by substituting the words "has died before the death of the intestate" for the words "dies in the lifetime of the intestate." Further, it might even be that a brother or sister of the intestate had died before the birth of the intestate leaving issue, although this case would be a rare one in the case of the whole blood; but it frequently happens in the case of half-blood.

F. G. N.

The Rent Restriction Act.—Decorative Repair.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—By the Rent Restrictions Act the tenant may apply to the County Court for an Order suspending the increase of his rent if the house is not in all respects reasonably fit for human habitation or is otherwise not in a reasonable state of repair.

On a rental of £90 a year a landlord has claimed an increase of 25 per cent. on the net rent. The house is in a sanitary condition, but the decorative work has been starved for years and it can be contended is not in a reasonable state of repair having regard to the rent.

Can you refer us to any authority justifying the tenant's application to the County Court?

Yours faithfully,
Q. E. D.

[We are not aware of any authority on the point. Perhaps some of our readers can say whether it has been considered in the County Courts. —ED. *S.J.*]

Societies.

The Law Society.

ANNUAL GENERAL MEETING.

The Annual General Meeting of the members of this Society will be held at the Society's Hall (Chancery Lane entrance), on Friday, the 8th July, 1921, at 2 p.m.

The following are the provisions of Bye-law 15 as to the business to be transacted at an Annual General Meeting, namely:—"The business of an Annual General Meeting shall be the election of President, Vice-President and Members of Council, as directed by the Charter, and also the election of Auditors: the reception of the Accounts submitted by the Auditors for approval, the reception of the Annual Report of the Council, and the

disposal of business introduced by the Council, and of any other matter which may consistently with the Charter and Bye-laws be introduced at such meeting."

Mr. James Dodd, London, will move:—"That summons for directions take the place of Order XIV.: also that on the hearing the Master have power to dispose of or deal with the issues as he may think proper; also that there be an appeal from the Master to a Judge as well on facts as on law, with stay of execution unless the Judge orders otherwise."

Below will be found the names of the candidates nominated to fill the thirteen vacancies in the Council, and in the offices of President, Vice-President, and Auditors, with the names and addresses of their nominators.

LIST OF QUALIFIED MEMBERS OF THE SOCIETY NOMINATED AS MEMBERS OF THE COUNCIL TO BE ELECTED AT THE ANNUAL GENERAL MEETING ON THE 8TH DAY OF JULY 1921.

Name of Candidate.	Address.	Names of Nominators.	Addresses.
*JOHN WREFORD BUDD ...	24, Austin Friars, London, E.C.2.	Sir William Hargreaves Leese, Bart.	New Bank Buildings, 31, Old Jewry, London, E.C.2.
		Richard Alfred Pinsent	6, Bennett's Hill, Birmingham.
*THE RT. HON. SIR WILLIAM JAMES BULL, M.P.	3, Stone Buildings, Lincoln's Inn, London, W.C.2	Sir Walter Trower	5 New Square, Lincoln's Inn, London, W.C. 2
		Charles Gibbons May	49, Lincoln's Inn Fields, London, W.C.2.
†GEORGE HERBERT CHARLESWORTH	79, Fountain Street, Manchester	Charles Henry Morton	5, Cook Street, Liverpool.
		Dudley Frank Hart ... ... (President, Manchester Law Society)	18, Tib Lane, Manchester.
		Thomas Henry Davies-Colley ...	71, Princess Street, Manchester.
		William Henry Trotter Brown ... (Hon. Secretary of the Associated Provincial Law Societies)	77A, Lord Street, Liverpool.
*CECIL ALLEN COWARD ...	30 Mincing Lane, London, E.C.3	John Wreford Budd	24, Austin Friars, London, E.C.2.
		Sir Walter Trower	5, New Square, Lincoln's Inn, London, W.C.2.
*WEEDON, DAWES	81-87, Gresham Street, London, E.C.2	Arthur Copson Peake...	24, Basinghall Street, Leeds.
		Henry Stephen Brenton	7, Devonshire Square, London, E.C.2.
		Charles Henry Morton	5, Cook Street, Liverpool.
		George Williams Barrows ... ... (President, Nottingham Incorporated Law Society)	1, Eldon Chambers, Wheeler Gate, Nottingham.
*†HUBERT ARTHUR DOWSON ...	13, Weekday Cross, Nottingham	Harold Coster Dryland ... ... (Hon. Secretary, Berks, Bucks, and Oxon Law Society)	165 Friar Street, Reading.
		William Henry Trotter Brown ... (Hon. Secretary of the Associated Provincial Law Societies)	77A, Lord Street, Liverpool.
*WALTER HENRY FOSTER ...	5, Little College Street, Westminster, London, S.W.1	John James Dumville Botterell ...	24, St. Mary Axe, London, E.C.3.
		Robert Chancellor Nesbitt	7, Devonshire Square, London, E.C.2.
		Chares Henry Morton	5, Cook Street, Liverpool.
RANDLE FYNES WILSON HOLME	34, Old Jewry, London, E.C.2	John James Dumville Botterell ...	24, St. Mary Axe, London, E.C.3.
		William Henry Trotter Brown ... (Hon. Secretary of the Associated Provincial Law Societies)	77A, Lord Street, Liverpool.
*THE HON. ROBERT HENRY LYTTELTON	12, Lincoln's Inn Fields, London, W.2.	Sir Walter Trower	5, New Square, Lincoln's Inn, London, W.C.2.
		William Melmoth Walters	9, New Square, Lincoln's Inn, London, W.C.2.
*†CHARLES HENRY MORTON ...	5, Cook Street, Liverpool...	John James Dumville Botterell ...	24, St. Mary Axe, London, E.C.3.
		John Larden Williams ... ... (President, Incorporated Law Society of Liverpool)	10, Cook Street, Liverpool.
		Dudley Frank Hart ... ... (President, Manchester Law Society)	18, Tib Lane, Manchester.
		William Henry Trotter Brown ... (Hon. Secretary of the Associated Provincial Law Societies)	77A, Lord Street, Liverpool.
HARRY GORING PRITCHARD ...	12, New Court, Carey Street, London, W.C.2, and Parliament Mansions, Orchard Street, Westminster, S.W.1	Charles Henry Morton	5, Cook Street, Liverpool.
		John James Dumville Botterell ...	24, St. Mary Axe, London, E.C.3.
		William Henry Trotter Brown ... (Hon. Secretary of the Associated Provincial Law Societies)	77A, Lord Street, Liverpool.
†SAMUEL SAW	183, Trafalgar Road, Greenwich, Kent	Charles Henry Morton	5, Cook Street, Liverpool.
		John Creery (President Kent Law Society)	Ashford, Kent.
		Frederick Francis Smith (President Rochester, Chatham and Gillingham Law Society)	Rochester, Kent.
		William Henry Trotter Brown ... (Hon. Secretary of the Associated Provincial Law Societies)	77A, Lord Street, Liverpool.
†HERBERT HARGER SCOTT, LL.B.	Gloucester	Charles Henry Morton	5, Cook Street, Liverpool.
		Harold Dale ... ... (President Gloucestershire and Wiltshire Incorporated Law Society)	Wootton Bassett.
		Albert Charles Macintosh ... ... (Hon. Secretary, Incorporated Law Society for Cardiff and District)	Temple Chambers, 8, St. John Street, Cardiff.
		Edward Williamson ... ... (Vice-President, Incorporated Law Society for Cardiff and District)	26, Charles Street, Cardiff.
		William Henry Trotter Brown ... (Hon. Secretary of the Associated Provincial Law Societies)	77A, Lord Street, Liverpool.
*SIR WALTER TROWER ...	5, New Square, Lincoln's Inn, London, W.C.2.	Sir Charles Elton Lagmore, K.C.B....	Hertford.
		Richard Alfred Pinsent	6, Bennett's Hill, Birmingham.

LIST OF QUALIFIED MEMBERS PROPOSED AS PRESIDENT AND VICE-PRESIDENT.

Name of Candidate.	Address.	Names of Nominators.	Addresses.
As President—JOHN JAMES DUMVILLE BOTTERELL	24, St. Mary Axe, London, E.C.3	Sir Homewood Crawford	The Guildhall, London, E.C.2.
		Ernest Cormack Finch	106, Westbourne Terrace, London, W.2.
As Vice-President—ARTHUR COPSON PEAKE	24, Basinghall Street, Leeds	Charles Henry Morton	5, Cook Street, Liverpool.
		Sir Walter Trower	5, New Square, Lincoln's Inn, London, W.C.2.
		Sir Charles Elton Longmore, K.C.B.	Hertford.

LIST OF QUALIFIED PERSONS PROPOSED AS AUDITORS OF THE SOCIETY.

JOHN STEPHENS CHAPPELOW, F.C.A.	10, Lincoln's Inn Fields, London, W.C.2.	Rayner Maurice Neate	16, Southampton Street, Bloomsbury Square, London, W.C.
		Maurice Albert Tweedie	5, Lincoln's Inn Fields, London, W.C.2.
GERALD COOK RODGERS MARSHALL	10, New Square, Lincoln's Inn, London, W.C.2	Charles Reginald Johnson	10, New Square, Lincoln's Inn, London, W.C.2.
		John Hulbert	10, New Square, Lincoln's Inn, London, W.C.2.
HENRY OWEN HAMER MAUDE	Arundel House, Arundel Street, Strand, London, W.C.2.	John Henry Crow	6, Arundel Street, Strand, London, W.C.2.
		Arthur Elliott Riddett	6, Raymond Buildings, Gray's Inn, London, W.C.1.

* The Candidates marked thus * are retiring Members of the Council, who, being eligible, have been nominated for re-election.
† The Candidates marked thus † are proposed in accordance with the scheme of nomination of the Associated Provincial Law Societies pursuant to the resolution of the Society relating to country vacancies, adopted on 5th July, 1907.

The Report of the Council.

The following are extracts from the Annual Report of the Council for the year 1920-1921 :—

Solicitors' War Memorial Fund.—By Resolution of the Council and with the approval of the Society, expressed at the special General Meeting held in January, 1919, a Solicitors' War Memorial Fund was established to commemorate and record the services of the Profession in the War. Trustees were appointed and a trust deed executed, which provided for: (1) The erection of a visible memorial in the Society's Hall. (2) The compilation of a "Record of Service." (3) The establishment of a "Relief Fund" to be administered for the benefit of solicitors and their articled clerks who have suffered through the War, and their families and dependents. The memorial in the Society's Hall, which takes the form of marble tablets placed on the north and south wales, was designed by Mr. Gilbert Bayes. On either side of the tablets are vellum scrolls, on which are inscribed the names of those who fell in the War. These scrolls, which are richly illuminated, are the work of Miss Jessie Bayes, the artist's sister. The memorial was unveiled by the Lord Chancellor on the 4th March, 1921, in the presence of the relatives of the fallen. The proceedings included a short religious service conducted by the Dean of Westminster, at which were present also the Master of the Rolls and the President of the Probate Division. The "Record of Service" has been compiled and published in a volume of 622 pages containing 5,532 records, and is sold at a nominal price of 10s. Copies can be obtained on application to the Clerk to the Trustees. A sum of £45,060 19s. has been subscribed or promised to this Fund, and the trustees have had the satisfaction of paying over a sum of £14,014 towards the support, maintenance, education, or advancement of persons whose requirements have brought them within the terms of the trust. Three pensions of £50 per annum have also been granted. The Society is greatly indebted to Mr. Richard Alfred Pinsent, the Chairman of the War Memorial Trustees, for his untiring efforts in connection with the memorial. The Council passed unanimously a resolution expressing to him their deep gratitude, and presented to him a specially bound and illuminated copy of the Record of Service. Donations, which will be received gladly, may be spread over three years, and it is suggested that any such deferred gifts might be protected by the necessary testamentary provisions.

Council vacancies.—Referring to the vacancies caused by death and retirement, the Report says :—

Mr. William Arthur Sharpe died on the 4th September, 1920, and his loss was felt deeply by his colleagues on the Council. His year of office as President of the Society had only just terminated, and they had passed unanimously a resolution expressing their gratitude to him for the constant care and attention which he had devoted to the interests of the Profession and their hope that at no distant date he might be restored to complete health and be able, to the great advantage of the Society, to resume his usual close attention to its affairs. The Council deeply regret the non-fulfilment of this hope, and desire here to record their profound sense of Mr. Sharpe's great services.

Mr. Alfred John Morton Ball died on the 13th February, 1921. He had been a member of the Council for eight years, having succeeded the late Mr. Robert Ellett as representative of the Western District of England. Mr. Ball had been consistently regular in his attendance at Council and Committee meetings, and had devoted much care and thought to all questions submitted for his consideration. Practitioners in the provinces have lost in him a most painstaking and valuable representative. The Council greatly regret his loss.

Mr. J. F. Milne retired from the Council after serving for a period of no less than twenty-four years. His retirement is greatly regretted.

Sir Roger Gregory.—The list of honours issued on the 4th June, 1921, on the occasion of His Majesty's Birthday, included the announcement that Mr. John Roger Burrow Gregory had received the honour of knighthood. The Council feel sure that this announcement will be received with the utmost pleasure and satisfaction by the entire profession. Mr. Gregory has been a member of the Council since the year 1911, and is one of their representatives on the Supreme Court Rule Committee. For a considerable time past he has been constantly engaged as a member of the Lord Chancellor's Committee dealing with the recommendations of the Royal Commission on the Civil Service. The honour thus conferred is of special interest to members of the Law Society in view of the long association of Mr. Gregory's family with the Society. Mr. John S. Gregory, his grandfather, was President of the Society in the year 1851-2, and Mr. George Burrow Gregory, his father, occupied that distinguished position in the year 1875-6.

Membership of the Society.—The Society has now 9,120 members, of whom 3,983 practise in town and 5,137 in the country. The number of members who joined the Society during the past year is 570, as compared with 427 in the previous year. After allowing for deaths, resignations, and exclusions, the number of members shows an increase for the year of 244. In accordance with a resolution of the Council passed in May, 1920, members' subscriptions were raised as from the 1st January, 1921, to £3 3s. per annum for London and £1 11s. 6d. for country members. The reasons which necessitated these increases were explained by the Chairman of the Finance Committee at and approved by the Annual General Meeting of the Society held in July last.

The question whether it would be feasible to provide that all solicitors should become members of the Law Society has been under consideration during the past year. A special Committee was appointed to deal with the subject, and their report upon it was submitted to the Council. Without expressing an opinion upon the principle involved, the Council directed that the report, and a minority report printed with it, should be circulated amongst the Provincial Law Societies for their observations. The matter is one of great difficulty and is still under consideration.

Registry Department.—In spite of the fact that the Council were compelled to increase materially the fees in the Registry Department there has been no appreciable falling off in the use of the Registry since such increase. The Council have received since the last Report further letters from members in which they have commented upon the value of the Mortgage Registers, "C" and "D" (Securities offered on Mortgage and Monies for investment on Mortgage), in successfully arranging mortgages. The Council therefore recommend members to take full advantage of the Registers when they have mortgages to arrange which they cannot conclude in their own offices. Some complaints have been received from members who have made entries on the "clerkships vacant" register (G), that no replies have been received. It is suggested that this may be accounted for by the fact that the salary offered has been omitted. The Council therefore advise members to supply this information when making entries on such register. The attention of members is directed to the fact that no clerk is allowed to inspect the Register of Vacant Situations or enter his name without having first produced a letter of recommendation from a member of the Society, or, in cases where it is impossible to obtain this, from some responsible person, to the effect that the clerk is personally known to the writer and is of good character. By this means the Council are able to ensure that the Register is, so far as possible, kept free of undesirable applicants.

Professional Entrance Examinations.—It was stated in the last Annual Report that the Council were in communication with the Board of Education regarding certain examinations which should be accepted generally as exempting from the Entrance Examinations to the various learned professions. A Bill has now been approved not only by the Board of Education, but also by the Lord Chancellor, Lord Reading (when he was Lord Chief Justice) and the Master of the Rolls, which if passed will repeal the exemption from the Society's Preliminary Examination which can be

claimed by the holders of Oxford and Cambridge Junior Local Certificates, and will tend to raise the standard of exempting examinations. The Bill includes also a clause to provide that every Articled Clerk shall spend at least twelve months at some recognised school of law subject to exemption in special cases. As was stated in the appendix to the last Annual Report, the Bill provides further that for the purpose of financing the Society's own Law School in London and giving increased financial aid to provincial schools already established and establishing new educational centres, the fee of 5s. paid to the Society by every solicitor when he obtains his practising certificate shall be increased by 15s.

The Society's Law School.—The number of students entered during the session 1920-21 was 262, as against 295 in 1919-20, and 208 in 1918-19. It will thus be seen that the sudden rise caused by the suspension of hostilities has somewhat receded, and that the numbers are now assuming normal proportions. Of the students of the present session, 182 are oral, and 80 correspondence students. The average attendance at lectures and classes for 1919-20 was 81.5 per cent. of maximum; 424 students took the Voluntary Terminal examinations, and the average mark attained was 57.9 of maximum. The entries of women students show a slight tendency to increase; but there are no signs of large numbers. The seven of last session have become the nine of this. At the two qualifying examinations which have been held since the last Annual Report was prepared, 178 of the Society's students have been successful in passing, viz., 55 in the Final and 123 in the Intermediate. Ten of the Society's students have obtained Honours, viz., one in the first class (including the Clifford's Inn and John Mackrell Prizes), one in the second, and eight in the third.

The University of Manchester has obtained from the Master of the Rolls an Order on the lines of those already made in favour of the Society's School and the Universities of Liverpool, Leeds, and Sheffield, whereby a student who has attended a course of legal education for a year at the university, and passed the Intermediate LL.B. Examination there, may be admitted after serving only four years under articles.

Training Grants for Ex-Soldiers.—The Law Board for London, referred to in the last Annual Report, which Board consists entirely of members of the Council of the Law Society, has held twenty-one sittings during the past year. It has dealt with some 173 applications, and in the large majority of cases its recommendations have been adopted by the Government Grants Committee by whom the grants are made. The applications are now limited almost exclusively to requests for the renewal of grants made previously.

Solicitors' Remuneration.—The efforts referred to in the last Annual Report which the Council were making to obtain an Order empowering a solicitor at his option to deliver a bill in the form of a gross sum or aggregate fee, in lieu of detailed charges, were continued. A meeting of the Rule Committee under the Solicitors' Remuneration Act, 1881, took place on the 7th June, 1920, at which Sir Norman Hill, Bart., was present. He pressed for an Order which in effect would have left it to the Taxing Master to tax lump sum bills of costs within twelve months of their delivery on the basis only of the considerations set out in s. 4 of the Act, and without regard to items under Schedule 2. The Lord Chancellor and the other Judges, however, stated that, although they were prepared to sign an Order recognising the principle of the delivery of lump sum or summarised bills in the first instance, it must be subject to the right of the client to demand within a reasonable time a detailed bill in which each item would be priced, the total of which would not exceed the lump sum claimed. In the circumstances it was considered desirable to accept an Order in the form offered, and accordingly such an Order was signed and issued on 28th June, 1920. The Lord Chancellor stated that practice under the Order would provide an excellent field of experience, and that if at the end of a year the Council desired still to extend the Order he would consider with the utmost sympathy the desirability of introducing a Bill to amend the Solicitors' Remuneration Act, 1881, which he considered would be necessary before effect could be given to the proposal submitted by Sir Norman Hill. The Council are of opinion that in order to attract to the Solicitors' Branch of the Profession young men of ability and standing, it is essential that a more liberal and rational system of remuneration should be established. To this end the Council have prepared a draft Bill such as that referred to by the Lord Chancellor. A copy has been forwarded to his Lordship for his favourable consideration, with a request that he will introduce in the House of Lords either the Bill as it stands drafted or a Bill embodying the principles outlined in it. An intimation has been received from the Lord Chancellor's secretary that the Lord Chancellor is considering the desirability of appointing a Committee to investigate the matter and report to him.

Land Transfer. Law of Property Bill.—At page 32 of the last Annual Report will be found a short summary of the circumstances which last year led to the introduction of this Bill by the Lord Chancellor. The report gave also a summary of the main provisions of the Bill, including one for the immediate compulsory extension of registration of title. It was stated also that the Bill had been read a second time in the House of Lords and referred to a joint Lords and Commons Committee. The Bill was considered by the Council and by the Provincial Law Societies, and many amendments to it were suggested, particularly an amendment to secure for stewards of manors ordinary legal charges for work to be done by them on the Enfranchisement of Copyholds in addition to the scale of compensation for loss of office set out in a Schedule to the Bill. All these amendments were submitted to the draftsman of the Bill. The report of the Joint Lords and Commons Committee was submitted to the House of Lords early in July, and in August was considered in Committee by the same House. A motion to omit Part I of the Bill, which part had been incorporated in the Bill for the purpose of assimilating the law relating to real and personal estate, was accepted by the Lord Chancellor, with the object later on of reinserting it in an agreed form. A motion by Lord Galway, representing the County Councils, to omit the clause extending compulsory registration to the counties, was, however, defeated by 50 votes to 18.

The Lord Chancellor did not proceed further with the Bill during the last session of Parliament. This year, however, he has reintroduced it in a form which incorporates the major portion of the amendments submitted by the Council, and with Part I amended in a form agreed by the Conveyancers' Institute, which, however, as the Council have been advised, does not alter the original principles of that portion of the Bill. The Bill appears also on this occasion with the clause (now Clause 180) relating to compulsory registration altered in one very important respect. The clause provides that the compulsory extension provisions are not to take effect until after ten years from the date on which the Act is to come into operation (and then only after a local Enquiry has been held), and such date is fixed by the Bill as the 1st January, 1923. The circumstances, important in the history of the Law Society, under which this amendment has been introduced, are detailed in the Lord Chancellor's speech on the second reading of the Bill, the relevant extract from which is therefore set out below. The Lord Chancellor said: "I think in justice to the Law Society I ought to read, so that their position may be plainly understood, the following paragraph from the memorandum with which they have supplied me:—'It remains only to state that in the opinion of the Council of the Law Society the question of the comparative advantages of the two systems of transfer of land, namely, registration or transfer by deed, turns in great measure, but not entirely, on the question of expense, and this question can be solved only by experience. The Law Society and the Provincial Law Societies pressed for the trial period of ten years under the new system of conveyancing which the new Bill will inaugurate, in the belief that the experience so gained will prove that registration of title is unnecessary. Opposed as the Law Society and the Provincial Law Societies are to the extension of officialism and bureaucracy, and the great expense they would involve, the Societies confidently hope that before the ten years have expired it will be established beyond question that the law as amended and without registration will meet every requirement, and accordingly that the registration provisions may be repealed. The Council of the Law Society wish, in conclusion, to emphasise the fact that they have always supported, and in many cases initiated, law reforms for the benefit of the community at large, without any regard to the interests of their own profession as such, and they will be content at the expiration of the trial period to abide by the result of a full inquiry into the merits of the two systems.' I would myself only add that the claim of the Law Society to have initiated reforms for the benefit of the community at large is, of

course, justified. But I do not in the least admit the force of the criticisms of the system of compulsory registration which are contained in the letter I have read; and in particular I repeat my own view that the universal adoption of the system would result not in expense, but in marked economy. On these matters they and we must consent to differ and leave the issue to be determined by the wisdom and experience of those who come after us. In that spirit I am willing to leave that which proves the best system to prevail in the end. In the meantime I welcome and appreciate the support of the Law Society."

It seems necessary only to state that in arriving at this agreement with the Lord Chancellor, the Council acted upon what they regarded as the best expert advice available, as well as upon their own unanimous opinion that the arrangement made was the best possible in the interests of the public and the profession.

Solicitorships to Government Departments.—In the last Annual Report it was stated that the Council had communicated to the Lord Chancellor a request that he would use his influence to secure that solicitors only should be appointed to fill vacancies in Solicitorships to Government Departments. His Lordship's reply to this request, couched in sympathetic terms, was set out in the Report. Since the date of that reply an important vacancy has occurred at the Board of Trade, and it is satisfactory to be able to record that a solicitor has been appointed to fill it. The thanks of the Society are due to the Lord Chancellor for the expression of his views.

National Health Insurance Act, 1920.—Section 12 of this Act empowers inspectors to prosecute or conduct proceedings for offences under the National Insurance Acts. The Council protested against this provision, and went so far as to arrange for its rejection to be moved in the House of Commons. The Minister of Health thereupon explained that the power given by the section would be exercised only in small and trifling cases if the Law advisers of the Ministry should think they were suitable to be so dealt with. On the faith of this assurance the motion to reject the clause was withdrawn, as the mover regarded the Minister's explanation as satisfactory.

(To be continued.)

[We are obliged to hold over the report of the Annual Meeting of the Berks, Bucks and Oxfordshire Incorporated Law Society].

Legal News.

Dissolution.

ABRAHAM MONTAGU LYONS and JOSEPH BAKER ANDERSON, Solicitors, Lincoln (A. M. Lyons & Co.), 11th day of May.

Appointment.

Mr. DANIEL HAVERS, Solicitor, of 14, Bank Street, Norwich, has been appointed Clerk of the Peace for that city. Mr. HAVERS was admitted in 1882, and is a member of the Law Society, the Norfolk & Norwich Law Society, the Solicitors' Benevolent Association and the Norfolk and Norwich Solicitors' Amicable Society. He was for 21 years a member of the Norwich City Council.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday June 27	Mr. Bloxam	Mr. Church	Mr. Borrer	Mr. Bloxam
Tuesday 28	Borrer	Goldschmidt	Bloxam	Borrer
Wednesday 29	Jolly	Bloxam	Borrer	Bloxam
Thursday..... 30	Synge	Borrer	Bloxam	Borrer
Friday Ju.y 1	Church	Jolly	Borrer	Bloxam
Saturday .. 2	Goldschmidt	Synge	Bloxam	Borrer

Date.	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence
Monday June 27	Mr. Jolly	Mr. Synge	Mr. Church	Mr. Goldschmidt
Tuesday 28	Synge	Jolly	Goldschmidt	Church
Wednesday 29	Jolly	Synge	Church	Goldschmidt
Thursday..... 30	Synge	Jolly	Goldschmidt	Church
Friday July 1	Jolly	Synge	Church	Goldschmidt
Saturday..... 2	Synge	Jolly	Goldschmidt	Church

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, June 14.

STAGE ENTERPRISES LTD. June 21. Edward Kelleher, 2, Paper-bldgs.

ARTHUR LINCOLN & CO. LTD. June 30. R. S. Dawson, Tanfield-bldgs., Bradford.

RUSHTON BROTHERS LTD. June 30. Fred Clarkson, Hargreaves-st., Burnley.

BORDER AVIATION CO. LTD. June 22. H. J. Armstrong, 57, English-st., Carlisle.

ZEEHAN QUEEN LTD. July 15. Arthur D. Foggo, 5, Bucklersbury, E.C.

JOSLYN v. JOSLYN.—EDWARD WEBSTER MORRIS, Oxford, on or before July 7, to send by post, prepaid, to Mr. Walter E. B. Walton, 22, St. Michael's-st., Oxford.

London Gazette.—FRIDAY, June 17.

GALLOWAY MANUFACTURING CO. LTD. July 25. Percy E. Slack, 16, Gt. James-st.

JUNIOR ARMY & NAVY STORES LTD. July 15. G. H. Fookes and H. W. Dommett Soper, 7, Gt. Winchester-st.

THE POTTERNE TEMPERANCE HALL CO. LTD. July 2. A. G. Smith & Son, Melksham.

LUBRICUM CO. LTD. July 12. Herbert B. Jones, Reading.

PYROTAN LEATHER CO. LTD. August 3. George E. Sendell, 36, Walbrook.

J. G. AINSLEY LTD. July 28. George B. Nancarrow, Middlesbrough.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, June 14.

Euxine Trading Co. Ltd.
J. Wilson Browne and Son Ltd.
Induna Estates, Southern Rhodesia, Ltd.
British-American Tobacco Co. (Belgium) Ltd.
Munitioners' Hostels Ltd.
Gerald's Ltd.
Richard Hough & Co. (Birmingham) Ltd.
Tinlings Ltd.
Co-Partnership Farms Ltd.
Worcester Wharf Saw Mills Ltd.
The Cockermouth Farmers' Auction Co. Ltd.
Walker France Ltd.
Gold Mines Investment Co. Ltd.
Ashford and District Dairy Farmers Ltd.
G. Newsum & Co. Ltd.
San Francique Oil Co. Ltd.
Borough Bakeries ((Burnley) Ltd.
Fylde Brass Foundry Ltd.
The Leamington Casting Co. Ltd.
Trevelyan & Allen Ltd.
The Summerseat Gas Co. Ltd.
Hill, Richards & Co. Ltd.
Zeehan Queen Ltd.
Almagamated Oilfields of Trinidad Ltd.

London Gazette.—FRIDAY, June 17.

Candles Ltd.
Palmers Electric Pictures Ltd.
The Eastern Counties Dairy Institute Ltd.
A. B. Engineering Co. (Southampton) Ltd.
The Moorland Dairy Co. Ltd.
Roberts Statistical Co. Ltd.
West Country Fishing and Curing Co. Ltd.
Draps & Co. Ltd.
Ledbetter & Bowring Ltd.
Anglo-Chilian Pastoral Co. Ltd
Allied Road Transports Ltd.
North Wales Hosiery and Shirt Co. Ltd.
The Shaw Bridge Mill Co. Ltd.
Clayton Bottling Co. Ltd.
Blackstock and Co. Ltd.
Borsapori Tea Co. Ltd.
Desang Co. Ltd.
K.S.M. Engineering Co. Ltd.
The Forth Shipbuilding and Engineering Co. Ltd.
Tredegar Masonic Buildings Company Ltd.
David Quilliam and Robinson Ltd.
A. L. Fraser & Co. Ltd.
The Newcastle-upon-Tyne Tradesmen Delivery Co., Ltd.
Cement and Land Securities Ltd.
Dod's Peerage Ltd.
The Orinoco Estates Ltd.
Headliver Salt Co. Ltd.
The Dee Engineering Co. Ltd.
Pett Farm (Kent) Ltd.
Charles Phillips & Groves Ld.
Leicester-Square Cinema Ltd.
Langharjan Tea Estate Ltd.
Empire Home Club Ltd.
The Central Picture House (Congleton) Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 10.

ADAMS, MAXWELL R. W. P., Southsea. July 11. W. H. Daun, Fenchurch-st., E.C.3.

ALLEN, FREDERICK W., Wirksworth. July 11. Kingdom, Severne & Gratton, Wirksworth.

BARTLETT, GEORGE, Solicitor, Chichester. July 22. Sowton, Bartlett & Blaker, Chichester.

BATTERSBY, WILLIAM A., Bournemouth. July 22. Doyle, Devonshire & Co., Bedford-row, W.C.1.

BEALE, SAMUEL G., London, Licensed Victualler. July 25. Rooks, Spiers, Wales & Ward, Cheapside, E.C.2.

BENSON, GEORGE, Sturton-le-Steeple, Farmer. July 20. Mee & Co., Retford.

BERESFORD, FLORENCE I., Kensington. July 15. W. H. Speed & Co., Sackville-st., W.1.

BERLYN, FELIX S., Whalley Range, Manchester. July 8. Pearson, Prior & Co., Manchester.

BIRTLES, ISAAC, Fulshaw. July 9. Josh. Longland, Warrington.

BOLTON, LOUISA, Wolverhampton. June 30. Benjamin Hall, Wolverhampton.

BOTT, ESTELLE M., Hove. July 11. J. K. Nye & Donne, Brighton.

BRIDGER, SARAH J., Haslemere. July 16. Gilbert H. White, Guildford.

BROWN, WALTER T., Durham, Farmer. Aug. 3. Archer, Parkin & Townsend, Stockton-on-Tees.

BUTTER, JOHN K., Cannock. July 4. J. Selby Gardner, Cannock.

BUTTRESS, BERNARD A. E., Dry Drayton, Farmer. July 10. Herbert Goodchild, Norwich.

CAREY, SAMUEL M., Birmingham, Temperance Hotel Proprietor. July 20. Adcock & Simmons, Birmingham.

CHRISTMAS, GEORGE, Haverfordwest, Licensed Victualler. July 10. Eaton-Evans & Williams, Haverfordwest.

COHEN, JULIANA, Edgbaston. July 10. Cottrell & Son, Birmingham.

CUNLIFFE, ELIZABETH W., Chester. June 24. Brown, Briggs and Co., Stockport.

ENGLAND, RICHARD, Hale, Engineer. Aug. 31. John Hewitt and Son, Manchester.

FEARN, GEORGE, Walthamstow, Removal Contractor. June 11. Cartwright, Cunningham & Co., Paternoster-row, E.C.4.

FRANKISH, HULDA M. F., Chester. July 9. Howard, Laycock and Co., Manchester.

GOSLING, WILLIAM R., Northfleet, Kent, Bricklayer. June 24. Hilder, Thompson & Dunn, Jermyn-st., St. James's, S.W.1.

GREEN, THOMAS L., Westminster. July 21. Powell & Skues, Essex-st., W.C.2.

GRESTY, JONATHAN, Northenden, Coal Merchant. July 14. March, Pearson & Co., Manchester.

GRIMSDELL, HENRY, Finchley. July 19. Pearce & Sons, West Smithfield, E.C.1.

GROVES, CHARLES E., Kennington Green. July 10. Grenside and Son, Westminster, S.W.1.
GROWNS, JANE, Biddenden. July 30. Percy Maylam, Canterbury.
HAGUE, HANNAH M., Eastbourne. July 28. Farrar & Co., Manchester.
HARRON, MAURICE, Tottenham Court-rd. July 14. John Davis, Gray's Inn-rd., W.C.1.
HILL, JOSHUA, Southport. July 31. W. K. Baxter, Huddersfield.
HIGGINSON, SARAH, Tunbridge Wells. July 28. Gill, Archer Maples & Dun, Liverpool.
HOLTBY, WALTER B., Great Grimsby, Secretary. July 11. John Barker, Great Grimsby.
HOLLOWAY, ELIZABETH S. B., Hounslow. July 16. Reid, Sharman & Co., Bedford-row, W.C.1.
JACOBS, GEORGE J., Guildford. July 16. Gilbert H. White, Guildford.
JONES, JOHN, Dolfor, Keery, Farmer. July 12. Williams, Gittins & Taylor, Newtown.
JONES, ROBERT H., and JONES, MARY J., Croydon. July 10. Vizard, Oldham, Crowder & Cash, Lincoln's Inn-fields, W.C.
LEWISOHN, OSCAR, New York, U.S.A. July 12. Treherne, Higgins & Co., Bloomsbury-sq., W.C.1.
LOVEDAY, SUSANNAH, Lower Clapton. July 22. John H. Mote & Son, Gray's Inn-sq., W.C.1.
LUCEY, ANNIE C., Eastbourne. July 9. Leslie C. Wintle, Eastbourne, Sussex.
LYTH, CHRISTIANA, Newland Coggs, nr. Witney. July 8. B. Shirley Smith, Birmingham.
MARRINER, CHARLES F., Finsbury Park, Bedstead Manufacturer. July 12. Emanuel & Simmonds, 23, Finsbury-sq., E.C.2.
MAXWELL, JAMES L., Bromley, Kent. July 20. Adams & Adams, Essex-st., W.C.2.
MCMURRAY, ROBERT, Whitchaven. June 21. John G. Tyson, Whitehaven.
MORRIS, ANNE L., Newtown. July 12. Williams, Gittins & Taylor, Newtown.
MOUNTCASTLE, ANN S., Didsbury. July 31. Diggles & Ogden, Manchester.
NORRIS, HENRY, Fawley, Saddler. July 14. Coxwell & Pope, Southampton.
OAKLEY, ALBERT, Milton, Licensed Victualler. July 5. Heppenstall & Clark, Lymington, Hants.
PARRY, HENRY I., Southport. July 18. Oldman, Cornwall & Wood Roberts, Harcourt-bldgs., Temple, E.C.4.
PARKER, PHILIP A M., Federated Malay States, Civil Engineer. July 9. Withall & Withall, Bedford-row, W.C.1.
PARKER, THOMAS, Southampton. July 11. Moberly & Wharton, Southampton.
PENNEFATHER, FREDERICK W., County Wicklow, Barrister. July 15. Hunter & Haynes, New-sq., Lincoln's Inn, W.C.2.
PITTOM, MANFRED, Edenbridge, Butcher. June 30. Frederick Turner, East Grinstead, Sussex.
POWLES, JAMES T., Kimbolton, Hereford, Farmer. July 15. Easton & Gregory, Leominster.
ROBOTHAM, JOHN W., Liverpool, Licensed Victualler. July 8. Harold Pemberton, Liverpool.
RUSSELL, EDGAR G., St. James's-sq., S.W.1. July 12. Speechly, Mumford & Craig, New-sq., Lincoln's Inn, W.C.2
SAINSBURY, HERBERT M., Love-lane, Merchant. July 6. Probyn, Dighton & Parkhouse, Aldermanbury, E.C.2.
SCHOELLER, CHARLES H., Heidelberg, Germany, Merchant. July 12. Henry Purser, Swansea.
SCOLTOCK, JOSEPH W., Clapham Common. July 6. Probyn, Dighton & Parkhouse, Aldermanbury, E.C.2.
SHARKEY, THOMAS, Matlock. July 20. James Pitter, Matlock.
SLATER, WILLIAM, Manchester, Box Manufacturer. July 30. Ernest E. Mason, Manchester.
SWANN, ANN, Easton, York. July 14. Jacksons & Monk, Middlesbrough.
TALBOT, HENRY, Burnley, Coal Dealer. July 9. Smith & Smith, Burnley.
TAYLOR, Major-General ARTHUR H., Beaufort-gdns., S.W. July 12. Treherne, Higgins & Co., Bloomsbury-sq., W.C.1.
VEREY, Sir HENRY W. Kt., Twyford, Berks. July 12. Treherne, Higgins & Co., Bloomsbury-sq., W.C.1.
WARMAN, WILLIAM, South Lowestoft. July 6. Johnson & Nicholson, Lowestoft.
WHITAKER, MARY A. H., Stoke Newington. July 8. Harris, Chetham & Cohen, Finsbury-sq., E.C.2.
WHITLAMSMITH, HARRY H., Brockley. July 31. Avery & Wolverson, New Cross-rd.
WILKINSON, JOHN, Morecambe, Lancs. July 11. Whiteside & Knowles, Morecambe.
WINGATE, HENRY L., Wallington, July 30. John G. Shearman, Bloomsbury-sq., W.C.1.
WOOD, CHARLES F., Twyford, nr. Winchester. July 25. Vandercom & Co., Bush-lane, E.C.4.

London Gazette.—TUESDAY, June 14.

AINSWORTH, HERBERT, Johannesburg. July 12. Boote, E. & Co., Manchester.
ALDRICH, ANDREW H., Brampton. July 23. J. P. Larkman, Beccles.
BARRETT, FREDERICK G., Ealing. July 9. Collisson & Co., Bedford-row, W.C.1.
BARTON, SAMUEL B., Bilsington. June 15. Kingsford & Flower, Ashford.
BROOKS, ROBERT, Manchester. July 11. J. A. Orrell, Manchester.
CARPENTER, JOSEPH G., Camberwell. July 22. Burton & Son, Blackfriars-rd., S.E.
COOKESY, SAMUEL, Chiswick. July 22. Burton & Son, Blackfriars-rd., S.E.1.
DYMOND, FRANCIS, Kentisbeare. July 11. Houlditch & Co., Exeter.
EARNSHAW, SAMUEL, Halifax. Aug. 1. Jubb, Booth & Helliwell, Halifax.
HALL, HENRIETTA, Kingston, Wilts. June 30. Dixon & Mason, Pewsey.
HARRIS, ELIZABETH E. M., Victoria-st., S.W. July 9. G. Jacobson & Co., Old Broad-st. E.C.2.
HAWORTH, ANNE, Accrington. July 11. Ed. Broughton & Co., Accrington.
HAYNES, BLANCHE M., Piccadilly. June 28. W. Tottle Sheffield.
HEATON, CHARLES, Bradford. July 12. Lloyd & Marshal, Manchester.
HERRING, EMMA, Thorpe. July 8. Rackham & Robinson, Norwich.
HOWITT, WILLIAM T., Blithbury. July 12. Wilkins & Co. Uttoxeter.
JONES, MARY, Newcastle Higher. July 26. S. F. Thompson, Middlesbrough.
KENDRICK, JOHN, Stone. Aug. 1. Hy. Walters & Welch, Staffordshire.
KOENIGS, HERMANN, Forest Hill. July 23. C. J. Rawlinson & Son, New Broad-st., E.C.2.
LANE, JOHN T., Bristol. July 23. Meade-King & Co., Bristol.
LATHAM, Rev. SAMUEL, Worthing. July 16. Wm. Negus, Bloomsbury-sq.
LEIVERS, JOHN T., Nottingham. July 20. Eking, Morris & Co., Nottingham.
LENNARD, WILLIAM, Middlesbrough. July 26. S. F. Thompson, Middlesbrough.
LOWNDES, ALEXANDER, Plymouth. July 10. Shelly & Johns, Plymouth.
MAGGS, MARIA L., Bath. July 11. J. S. Carpenter, Bath.
MORSE, WILLIS J., Philadelphia. July 31. R. C. Bartlett, Redford-row, W.C.1.
OERTON, FRANCES M., St. Leonards-on-Sea. Aug. 1. Mathews J. & Co., Birmingham.
PASSAWAY, ARTHUR, Devonport. July 23. Gill & Akaster, Devonport.
PAUL, EDWARD, Riga. July 9. W. A. Crimp & Son, Leadenhall-st., E.C.3.
PAYNE, JAMES, Prescott. July 10. H. Meyric Hughes, Shrewsbury.
POWER, ERNEST R., Walsall. Aug. 9. Enoch Evans & Son, Walsall.
PREEKUL, CHRISTIAN, Riga. July 9. W. A. Crump & Son, Leadenhall-st., E.C.3.
REES, WILLIAM D., Ogmore Vale. July 12. Lewis & Llewellyn, Bridgend.
ROOKE, ABRAHAM, Rhyl. July 18. Rooke & Bradley, Birmingham.
SANDFORD, GEORGE H., Gravesend. July 18. Mewburn-Walker & Cato, Gray's Inn.
SHEAFF, GEORGE C., Folkestone. July 30. G. Auston & Co,. Birmingham.
SIBBALD, JOHN, Bootle. July 12. Evans, Lockett & Co., Liverpool.
SIMS, HENRY A., Bishopsgate. July 14. Hy. Flint, Ludgate-hill.
SMYTH, FRANCES M., Eastleigh. July 12. Burnham, Son & Lewin, Wellingborough.
STRUTTON, JAMES G., Kingsland-rd. July 10. Hughes & Sons, John-st.
STUGGS, Mrs. SARAH E., Bayswater. July 22. S. S. Higham, Berners-st., W.1.
TERRINGTON, JAMES T. BARON, Northgate. July 14. H. J. S. Woodhouse & Co., Clarges-st.
TUCKEY, GEORGE F., Bristol. Aug. 1. A. E. Halgood, Bristol.
UMPLEBY, JOSEPH, Leeds. July 16. Scott & Turnbull, Leeds.
VON MACH, WALTER, Berlin. July 20. Janion & Hall, Manchester.
VON MACH, PAULINE F., Berlin. July 20. Janion & Hall, Manchester.
WEBB, ALICE H., Basingstoke. July 30. F. A. Louch, Newbury.
WHITEHEAD, HENRY, Bury. July 23. Boote E. & Co., Manchester.
WILDE, FANNY, Shrewsbury. July 15. G. A. Baker & Co., Birmingham.
YOUNG, HENRY, Bedford. July 11. Carter, Mitchell & Co., Bedford.

Bankruptcy Notices.

London Gazette.—TUESDAY, June 7.

RECEIVING ORDERS.

BUTLER, WILLIAM S., Worcester, Wood Turner. Worcester. Pet. June 3. Ord. June 3.
HALES, J. T., Adelaide-rd., N.W.1. High Court. Pet. April 15. Ord. June 1.
HARRISON, WILLIAM J., Blackpool, Stonemason. Blackpool. Pet. June 3. Ord. June 3.
HIBBERSON, WILLIAM C., Sheffield, Taxi-driver. Sheffield. Pet. June 3. Ord. June 3.
HYSLOP, KIRKPATRICK MCCHEYNE, Huddersfield Travelling Draper. Huddersfield. Pet. June 3. Ord. June 3.
JONES, SYDNEY J., Birmingham, Confectioner. Birmingham. Pet. June 4. Ord. June 4.
LEA, WILLIAM E., Wilmslow, Retail Jeweller. Manchester. Pet. June 3. Ord. June 3.
LILLYWHITE, HARRY G., Richmond, Estate Agent. Wandsworth. Pet. June 4. Ord. June 4.
MCCARTHY, DENNIS, Manchester, Furniture Dealer. Manchester. Pet. June 3. Ord. June 3.
MURRELLS, HAROLD G., Cleethorpes, Draper. Great Grimsby. Pet. June 2. Ord. June 2.
ODDY, ALBERT H., Heckmondwike, Rag Merchant. Dewsbury. Pet. June 2. Ord. June 3.
POSTINGS, WILLIAM E., Kidderminster, Cabinet Maker. Kidderminster. Pet. May 31. Ord. May 31.
POOLE, SEPTIMUS, Finsbury Park. High Court. Pet. May 4. Ord. June 2.
PRIOR, PERCY, Dorset-sq. High Court. Pet. April 30. Ord. June 3.
PRYCE, WILLIAM J., Rhymney, Mon, Fruiterer. Tredegar. Pet. June 1. Ord. June 1.
RAMPLING, CHARLES E., Stepney, Fishmonger. High Court. Pet. June 2. Ord. June 2.
SHIELD, RIDLEY, Eaton-pl., S.W.1. High Court. Pet. May 7. Ord. June 2.
SHIPPERD, ERNEST J., Leytonstone, Essex, Builder. High Court. Pet. May 3. Ord. June 2.
SILVER, ISIDORE, Aldgate, E.1. High Court. Pet. April 14. Ord. June 2.
STOPFORTH, RICHARD, Crosby, Lancs, Wholesale Druggist Liverpool. Pet. June 2. Ord. June 2.
THOMAS, JOSHUA H., Trealaw, Glam, Grocer. Pontypridd. Pet. June 3. Ord. June 3.
WEBBER, WILLIAM C., Erith, Dairyman. Rochester. Pet. June 3. Ord. June 3.
WHITEHEAD, CLEMENT, Edenfield, Works Chemist. Bolton. Pet. June 3. Ord. June 3.

ADJUDICATIONS ANNULLED.

PEASE, WILLIAM H., Scarborough, Electrical Engineer. Sheffield. Adjud. April 9, 1914. Annul. June 2, 1921.
RADCLIFF, HENRY E., Sheffield, Butcher. Sheffield Adjud. Oct. 16, 1907. Annul. June 2, 1921.

ORDER ANNULLING, REVOKING OR RESCINDING ORDER.

WINTER, ROBERT G., Willesden Green, Solicitor. High Court. Nature and Date of Order Annulled and Rescinded. Adjudication dated Aug. 8, 1898, annulled; Receiving Order dated June 27, 1898, rescinded.

FIRST MEETING.

ANDREWS, JOHN W., Helston, Confectioner. Truro. June 16 at 12. Off. Rec., 12, Princes-st., Truro.
ATKIN, EDWARD, Hindsford, Draper. Bolton. June 15 at 2.30. Off. Rec., Byrom-st., Manchester.
BARLEY, WILLIAM, Brighton. Brighton. June 15 at 2.30. Off. Rec., 12A, Marlborough-pl., Brighton.
BAKER, REGINALD P., Sheffield, Electrical Engineer and STUBBS, FREDERICK C., Sheffield, Electrical Engineer. Sheffield. June 14 at 12. Off. Rec., Figtree-la., Sheffield.
CORNES, HUGH H., Market Drayton, Salop, Potato Merchant. Nantwich. June 15 at 2.30. Off. Rec., 9 Brook-st., Stoke-upon-Trent.
DENNISON, H. D., Scarborough, Yorkshire. Scarborough. June 15 at 12. Westborough, Scarborough.
EDWARDS, ROBERT I., Bolton, Engineer. Bolton. June 15 at 3 Off. Rec., Byrom-st., Manchester.
GOSWELL, GEORGE, Rhosllanerchrugog, nr. Wrexham, Licensed Victualler. Wrexham. June 14 at 2.30. Crypt-chmbrs., Eastgate-row, Chester.
HALES, J. T., Adelaide-rd., N.W.1. High Court. June 16 at 12.30 Bankruptcy-bldgs., Carey-st., W.C.2.
HARTRICK, HERBERT H., Small Heath, Birmingham, Upholsterer. Birmingham. June 15 at 12. Ruskin-chmbrs., 191, Corporation-st., Birmingham.
HICKSON, WALTER, and HICKSON, FREDERICK B., Horncastle, Grocers. Lincoln. June 16 at 12. Off. Rec., Bank-st., Lincoln.
JONES, OWEN, Colwyn Bay, Hosier. Bangor. June 16 at 2.30. Crypt-chmbrs., Eastgate-row, Chester.
MCWILLIAMS, ROBERT, and MCWILLIAMS WILLIAM, Hanley, Furniture Dealers. Hanley. June 16 at 11.30. Off. Rec., Brook-st., Stoke-upon-Trent.
PAVEY, ALFRED J., Chard, Painter. Taunton. June 20 at 2.45. Guildhall, The Parade, Taunton.
PALMER, LILIAN M., Barnstaple, Grocery. Barnstaple. June 22 at 11. Guildhall, Barnstaple.
PHILLIPS, THOMAS H., Cardiff, Commission Agent. Cardiff. June 15 at 11. Off. Rec., 117, St. Mary-st., Cardiff.
POOLE, SEPTIMUS, Finsbury Park, High Court. June 17 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
RAMPLING, CHARLES E., Stepney, Fishmonger. High Court. June 15 at 2.30. Bankruptcy-bldgs., Carey-st., W.C.2.
REARDON, CHARLES P., Warrington, and STIRRUP, THOMAS, Warrington, Fish Dealers. Warrington. June 15 at 12. Off. Rec., 11, Dale-st., Liverpool.
SATTERTHWAITE, JOHN, Ingleton, York, Carrier. Kendal. June 14 at 11.15. Off Rec., Cornwallis-st., Barrow-in-Furness.
SCARISBRICK, ROBERT, Liverpool, House Furnisher. Liverpool June 15 at 11.30. Off. Rec. 11, Dale-st., Liverpool.
SHELDON, ALFRED H., Worcester, Grocer. Dudley. June 16 at 12. Off. Rec., Priory-st., Dudley.
SHIELD, RIDLEY, Eaton-pl., S.W.1. High Court. June 17 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
SHIPPERD, ERNEST J., Leytonstone, Essex, Builder. High Court. June 15 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
SILVER, ISIDORE, Aldgate, E.1. High Court. June 16 at 2.30. Bankruptcy-bldgs., Carey-st., W.C.2.
WALL, C. W. S., Gloucester, Butcher. Bristol. June 15 at 11.30. Off. Rec., 26, Baldwin-st., Bristol.
WEBBER, WILLIAM C., Erith, Dairyman. Rochester. June 15 at 11.15. Off. Rec., 280A, High-st., Rochester.
WINBERG, MARK, Bristol, Cabinet Maker. Bristol. June 15 at 11.45. Off. Rec., Baldwin-st., Bristol.
YOUNG, HORACE, Sheffield, Baker. Sheffield. June 14 at 12.30. Off. Rec., Figtree-la., Sheffield.
JESSIE AGASSIZ and VAUDINE JESSIE GARNAULT AGASSIZ against THOMAS WILLIAM BURCH and EMILY CHARLOTTE GARNAULT re JOSEPH GARNAULT, dec., JESSIE AGASSIZ, and VAUDINE JESSIE GARNAULT AGASSIZ against EMILY CHARLOTTE GARNAULT, MARIA LOUISA GARNAULT, Torquay, on or before the 6th July, to send by post, prepaid, to R. E. H. FISHER, 21, Old sq., Lincoln's Inn. Mr. Justice Peterson. Royal Courts.

London Gazette.—FRIDAY, June 10.

RECEIVING ORDERS.

ABRAMSON, LEWIS, Leeds, Wholesale Clothier. Leeds. Pet. May 13. Ord. June 6.
ALLEN, WILLIAM J. H., Queen Victoria-st. High Court. Pet. Mar. 31. Ord. June 7.
BARLEY, HAROLD E., Waterloo-pl. High Court. Pet. April 11. Ord. June 7.
BEARDALL, THOMAS, Salford, Greengrocer. Salford. Pet. June 8. Ord. June 8.
BLOMFIELD, MYLES A., Morpeth-ter., Westminster. High Court. Pet. May 9. Ord. June 7.

BUTLER, WILLIAM T., Regent-st., W., Designer. High Court. Pet. April 14. Ord. June 7.
CLARK, MICHAEL, Durham, Confectioner. Newcastle-upon-Tyne. Pet. June 6. Ord. June 6.
COLLIER, WILLIAM, Altrincham, Builder. Manchester. Pet. June 8. Ord. June 8.
COOPER, GRAHAM ST. JOHN, Charing Cross-rd., Motor Car Dealer. High Court. Pet. Mar. 30. Ord. May 30.
CORBETT, GERALD N., Portland-st., Automobile Engineer. High Court. Pet. April 20. Ord. June 7.
CORDON, WALTER, Droylsden, Milk Retailer. Ashton-under-Lyne. Pet. June 8. Ord. June 8.
CROWCROFT, HARRY, Rotherham, Sauce Manufacturer. Sheffield. Pet. June 8. Ord. June 8.
CUTHBERT, ARTHUR H., Manchester-ho, Timber Dealer. Great Grimsby. Pet. June 6. Ord. June 6.
DIGBY, HECTOR E. A., Cannon-st., E.C., Solicitor. High Court Pet. Mar 11. Ord. June 7.
EVANS, JOHN, Llandilsilo, Grocer. Cardiff. Pet. June 7. Ord. June 7.
FOSTER, CUTHBERT W., Cambs. Cambridge. Pet. May 17. Ord. June 7.
HARARI, MAURICE, Manchester, Merchant. Manchester. Pet. June 6. Ord. June 6.
HEINZ, FLORENCE, Bexhill-on-Sea. High Court. Pet. May 17. Ord. June 8.
HILL, WILLIAM E., and HILL, ALBERT J., Ross, Hereford, Grocers. Hereford. Pet. June 7. Ord. June 7.
HOLMES, CHARLES W., Cambridge, Saddler. Cambridge. Pet. June 7. Ord. June 7.
HOUGHTON, GEORGE W., Stafford, Leather Goods Manufacturer. Walsall. Pet. June 6. Ord. June 6.
JAMES, RONALD F., Cheltenham, Chauffeur. Cheltenham. Pet. June 8. Ord. June 8.
LANSDOWN, GEORGE, Wembley, Cycle Dealer. Barnet. Pet. April 30. Ord. June 8.
LYNDE, FRANCIS G., Belvedere, Kent, Civil Engineer. Rochester. Pet. June 6. Ord. June 6.
MANNING, JOSEPH, Stamford-hill. High Court. Pet. May 4. Ord. June 8.
MARKS, DOROTHY, Golders Green, Milliner. High Court. Pet. June 7. Ord. June 7.
PEPLOW, JOHN F., Withypoole, Horse Dealer. Barnstaple. Pet. June 6. Ord. June 6.
ROWE, JESSIE M., Truro, Cornwall, Grocer. Truro. Pet. June 6. Ord. June 6.
SHARP, C., Gloucester, Grocer. Bath. Pet. May 23. Ord. June 8.
SMITH, HEXTALL S., Leicester, Hosiery Manufacturer. Leicester. Pet. June 7. Ord. June 7.
TAYLOR, ELISHA, Whatton, Leicester, Licensed Victualler. Leicester. Pet. June 6. Ord. June 6.
THOMPSON, JOHN, West Didsbury, Chemical Manufacturer. Manchester. Pet. June 4. Ord. June 6.
THOMSON, LOUIS, Huddersfield, Haulage Contractor. Huddersfield. Pet. May 12. Ord. June 6.
WEAVER, ARTHUR J., Coventry, Shoe Repairer. Coventry. Pet. June 8. Ord. June 8.
WILLIAMS, FRED, Falmouth, Grocer. Truro. Pet. June 6. Ord. June 6.
WHATELEY, LESLIE J., Stechford, Jeweller. Birmingham. Pet. June 7. Ord. June 7.
WRIGHT, RANKIN, Wednesfield, Dairyman. Wolverhampton. Pet. June 7. Ord. June 7.
WRIGGLESWORTH, CYRIL, Croydon. High Court. Pet. Feb. 18. Ord. June 6.

FIRST MEETINGS.

ALLEN, WILLIAM J. H., Queen Victoria-st. High Court, June 21 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.
BARLEY, HAROLD E., Waterloo-pl. High Court. June 23 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
BLOMFIELD, MYLES A., Morpeth-ter., Westminster. High Court. June 21 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
BROUGHTON, WALTER, Lincoln, Farmer. Lincoln. June 20 at 12. Off. Rec., 10, Bank-st., Lincoln.
BUTLER, WILLIAM T., Regent-st., W., Designer. High Court. June 20 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
BUTLER, WILLIAM S., Worcester, Wood Turner. Worcester. June 21 at 3. Off. Rec., 11, Copenhagen-st., Worcester.
CORBETT, GERALD N., Epsom, Automobile Engineer. High Court. June 23 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
DIGBY, HECTOR E. A., Cannon-st., E.C., Solicitor. High Court. June 20 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
FLEMING, FRANCIS, Sheffield, Grocer. Sheffield. June 17 at 11.30. Off. Rec., Figtree-la., Sheffield.
HIBBERSON, WILLIAM C., Sheffield, Taxi Driver. Sheffield. June 17 at 12.30. Off. Rec., Figtree-la., Sheffield.
HOLGATE, WILLIAM H., Dudley, Grocer. Dudley. June 20 at 12. Off. Rec., 1, Priory-st., Dudley.
HYSLOP, KIRKPATRICK MCC., Huddersfield, Travelling Draper. Huddersfield. June 17 at 12. County Court House, Queen-st., Huddersfield.
IVESON, EDITH, Lancaster, Corn Dealer. Preston. June 17 at 11.30. Off. Rec., 13, Winckley-st., Preston.
JENKINS, ALBERT, Carmarthenshire, Draper. Carmarthen. June 22 at 11. Off. Rec., 4, Queen-st., Carmarthen.
LEACH, OWEN R., Tyseley, Birmingham, Tobacconist. Birmingham. June 17 at 11.30. Ruskin-chmbrs., 191, Corporation-st., Birmingham.
LIGHTOWLER, HERBERT, Doncaster, Tailor. Sheffield. June 17 at 12. Off. Rec., Figtree-la., Sheffield.
LILLYWHITE, HARRY G., Richmond, Surrey, Estate Agent. Wandsworth. June 17 at 11.30. 132, York-rd., Westminster Bridge-rd., S.E.1.
LYNDE, FRANCIS G., Belvedere, Kent, Civil Engineer. Rochester. June 17 at 11.15. Off. Rec., 280A, High-st., Rochester.
MARKS, DOROTHY, Golders Green, Milliner. High Court. June 22 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
MCCORMACK, JEREMIAH, Wigan, Grocer. Wigan. June 17 at 11.30. Off. Rec., 11, Dale-st., Liverpool.
MURRELLS, HAROLD G., Cleethorpes, Draper. Great Grimsby. June 18 at 11. Off. Rec., St. Mary's-chmbrs., Great Grimsby.
ODDY, ALBERT H., Hockmondwike, Rag Merchant. Dewsbury. June 17 at 2.45. County Court-ho., Dewsbury.
PARRY, WILLIAM J., Rhymney, Mon, Fruiterer. Tredegar. June 17 at 11. Off. Rec., 117, St. Mary-st., Cardiff.
PRIOR, PERCY, Dorset-sq. High Court. June 22 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
TAYLOR, ELISHA, Long Whatton, Leicester, Licensed Victualler. Leicester. June 17 at 3. Off. Rec., 1, Berridge-st., Leicester.
THOMAS, JOSHUA H., Trealaw, Glam, Grocer. Pontypridd. June 17 at 11.30. Off. Rec., 117, St. Mary-st., Cardiff.
VORLEY, JOSEPH W., Rushden, Cycle Repairer. Northampton. June 18 at 11. Off. Rec., The Parade, Northampton.
WRIGGLESWORTH, CYRIL, Croydon. High Court. June 20 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

London Gazette.—TUESDAY, June 14.

RECEIVING ORDERS.

AITKEN, THOMAS W., Luton. Luton. Pet. Feb. 1. Ord. June 10.
ANSTICE, BENJAMIN S., Ilminster. Taunton. Pet. June 11. Ord. June 11.
BEAMISH, ROBERT O. H., Merton. Croydon. Pet. Dec. 7. Ord. June 9.
BLENKIRON, GEORGE F., Stokesley. Stockton-on-Tees. Pet. June 8. Ord. June 8.
BURTON, JOHN, Norfolk. Norwich. Pet. June 1. Ord. June 11.
CHALKELSON, DAVID, Manchester. Manchester. Pet. April 13. Ord. June 10.
COATES, RICHARD P., Streatham. Wandsworth. Pet. June 9. Ord. June 9.
COVERDALE, THOMAS, Langtoft. Peterborough. Pet. June 10. Ord. June 10.
DAWES, CHARLES R. V., Bath. Bath. Pet. April 9. Ord. June 10.
GOFFIN, JAMES F., Lowestoft. Great Yarmouth. Pet. June 9. Ord. June 9.
HARTWELL, F. M., Braunton. Barnstaple. Pet. May 21. Ord. June 9.
HOLLAND, A., Wantage. Oxford. Pet. April 26. Ord. June 11.
JONES, ROBERT E., Chester. Manchester. Pet. May 27. Ord. June 10.
JUGGINS, SARAH M., Loughborough. Leicester. Pet. June 9. Ord. June 9.
LINFOOT, HERBERT, Harrogate. Harrogate. Pet. June 9. Ord. June 9.
LOXTON, W., Batcombe. Frome. Pet. May 28. Ord. June 10.
PALMER, ARTHUR, Barnstaple. Barnstaple. Pet. June 10. Ord. June 10.
PEARCE, JOHN W., Saltburn-by-the-Sea. Middlesbrough. Pet. Feb. 8. Ord. June 8.
RUSSELL, P. H., Old Broad-st., E.C. High Court. Pet April 2. Ord. June 9.
VALENTINE, A. H., Moorgate-st., E.C. High Court. Pet. May 7. Ord. June 9.
WILCOX, WILLIAM H., Cheapside, Silk Agent. High Court. Pet. May 12. Ord. June 9.
WOODHOUSE, WILLIE A., Ashton-under-Lyne, and HASSALL, WILLIAM. Ashton-under-Lyne. Pet. June 9. Ord. June 9. Amended Notice substituted for that appearing in the *London Gazette* of May 20, 1921 : 3
STEVENS, SAMUEL J., Port Talbot. Neath. Pet. April 28. Ord. May 13.

FIRST MEETINGS.

ABRAMSON, LEWIS, Leeds. Leeds. June 23 at 11. Off Rec., Bond-st., Leeds.
BEAMISH, ROBERT O. H., Merton. Croydon. June 22 at 11.30. York-rd., S.E.1.
BENBOW, ARTHUR G., Salop. Nantwich. June 21 at 2.30. Off. Rec., Brook-st., Stoke-upon-Trent.
BLENKIRON, GEORGE F., Stokesley. Stockton-on-Tees. June 23 at 2.15. Off. Rec., High-st., Stockton-on-Tees.
BROOKS, TOM C., Manchester. Manchester. June 21 at 3. Off. Rec., Byrom-st., Manchester.
COATES, RICHARD P., Streatham. Wandsworth. June 22 at 12.30. York-rd., S.E.1.
CLARK, MICHAEL, Durham. Newcastle-upon-Tyne. June 22 at 11. Off. Rec., Northumberland-st., Newcastle-upon-Tyne.
COOPER, GRAHAM ST. J., Charing Cross-rd. High Court. June 24 at 12. Bankruptcy-bldgs., W.C.2.
CUTHBERT, ARTHUR H., Scawby. Great Grimsby. June 22 at 11. Off. Rec., Great Grimsby.
DARLINGTON, THOMAS, Crewe. Nantwich. June 23 at 2.15. Off. Rec., Brook-st., Stoke-upon-Trent.
EVANS, JOHN, Pembroke. Cardiff. June 22 at 11. St. Mary-st. Cardiff.
HARARI, MAURICE, Manchester. Manchester. June 23 at 3, Off. Rec., Byrom-st., Manchester.
HARDMAN, THOMAS, Rawtenstall. Rochdale. June 21 at 2.30. Off. Rec., Byrom-st., Manchester.
HARTMANN, GEORGE, Manchester. Manchester. June 22 at 3. Off. Rec., Byrom-st., Manchester.
HARRISON, WILLIAM J., Blackpool. Blackpool. June 22 at 11.30. Off. Rec., Winckley-st., Preston.
HEINZ, FLORENCE, Bexhill-on-Sea. High Court. June 22 at 12.30. Bankruptcy-bldgs., W.C.2.
HOBSON, THOMAS, Hanley. Hanley. June 21 at 11.30. Off. Rec., Stoke-upon-Trent.
HOUGHTON, GEORGE W., Walsall. Walsall. June 22 at 12. Off. Rec., Lichfield-st., Wolverhampton.
JONES, SYDNEY J., Birmingham. Birmingham. June 23 at 12. Off. Rec., Corporation-st., Birmingham.
JUGGINS, SARAH M., Loughborough. Leicester. June 27 at 3. Off. Rec., Berridge-st., Leicester.
KITSON, EDITH M., Leamington. Warwick. June 27 at 12. Off. Rec., Smithford-st., Coventry.
MANNING, JOSEPH, Stamford Hill. High Court. June 22 at 12. Bankruptcy-bldgs., W.C.2.
NIEMEYER, PERCY, Blackburn and WHALLEY, ALBERT, Blackburn. Blackburn. June 22 at 11. Off. Rec., Winckley-st., Preston.
PEARCE, JOHN W., Saltburn-by-the-Sea, Middlesbrough. June 23 at 2.30. Off. Rec., High-st., Stockton-on-Tees.
PEPLOW, JOHN F., Withypool. Barnstaple. June 22 at 2.30. Guildhall, Barnstaple.
POSTINGS, WILLIAM E., Kidderminster. Kidderminster. June 21 at 2. Lion Hotel, Kidderminster.
PULLAN, WALTER, Newport. Stafford. June 22 at 10.30. Vine Hotel, Stafford.
REES, WILLIAM W., Glyncath. Neath. June 22 at 3. Off. Rec., St. Mary's-st., Swansea.
ROWE, JESSIE M., Truro. Truro. June 21 at 11. Off. Rec. Prince's-st., Truro.
RUSSELL, P. H., Old-Broad-st., E.C. High Court. June 23 at 11. Bankruptcy-bldgs., W.C.2.
SMITH, HEXTALL S., Leicester. Leicester. June 30 at 3. Off. Rec., Berridge-st., Leicester.
STOFFORTH, RICHARD, Crosby. Liverpool. June 21 at 11.30. Off. Rec., Dale-st., Liverpool.
THOMSON, LOUIS, Huddersfield. Huddersfield. June 22 at 12. Queen-st., Huddersfield.
VALENTINE, A. H., Moorgate-st., E.C. High Court. June 22 at 12. Bankruptcy-bldgs., W.C.2.
WALKER, ELIZABETH, Little Budworth. Nantwich. June 23 at 2. Off. Rec., Brook-st., Stoke-upon-Trent.
WATKINS, ALFRED W., Birmingham. Birmingham. June 23 at 11.30. Off. Rec., Corporation-st., Birmingham.
WEAVER, ARTHUR J., Coventry. Coventry. June 22 at 12. Off. Rec., Smithford-st., Coventry.
WILCOX, WILLIAM H., Cheapside. High Court. June 23 at 12. Bankruptcy-bldgs., W.C.2.
WILLIAMS, FRED, Falmouth. Truro. June 24 at 11. Off. Rec., Prince's-st., Truro.
WRIGHT, RANKIN, Wednesfield. Wolverhampton. June 23 at 12. Off. Rec., Lichfield-st., Wolverhampton.